Terms and Conditions

FBS Market Inc

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1. INTRODUCTION

1.1. These Terms and Conditions are part of the Client agreement between FBS Markets Inc ("**FBS Markets**, **we**, **Company**, **us**, **our** or **ourselves**") and you ("**you**, **your, Client** or **yourself"**). It governs our dealings with you in the service provisions in the sphere of the financial markets and financial instruments such as Products, margin foreign exchange contracts ("**Margin FX Contracts**"), and contracts for difference ("**CFDs**"). These dealings include our financial services and the transactions we conduct with you.

1.2. FBS Markets Inc. is incorporated in Belize with Certificate of Incorporation No.000001317. The Company is authorized and regulated by the Financial Services Commission (Belize) (hereinafter the "**FSC**"), under license 000102/31, and Address: 9725, Fabers Road Extension, Unit 1, Belize City, Belize.

1.3. Payment transactions are managed by HDC Technologies Ltd.; Registration No. HE 370778; Address: Arch. Makariou III& Vyronos, P. Lordos Center, Block B, Office 203.

1.4. The "**Client Agreement**" between the Company is constituted by the following documents:

1.4.1. these Terms and Conditions (including any Annexes);

1.4.2. our Trading Conditions;

1.4.3. our Anti-Money Laundering Policy;

1.4.4. our Risk Acknowledgment and Disclosure;

1.4.5. our Complaints Handling Policy;

1.4.6. our Cookies Policy;

1.4.7. our Data Protection and Privacy Policy;

1.4.8. any additional terms and conditions issued by the Company notified to you, and accepted by you in connection with our dealings with you;

1.4.9. information on our Website and Trading Platform.

1.5. Using our Website, registering in the Trader Area, opening the Trading Account, using the Trading Platform, or any of our other products and services, the Client acknowledges and agrees that:

1.5.1. the Client reads and understands all documentation provided by the Company, including these Terms and Conditions and all Client Agreement;

1.5.2. all dealings in the Products and the performance by the Company of our obligations under the Client Agreement are subject to the Applicable Laws;

1.5.3. we will not provide legal, tax, financial, or trading accounting advice to the Client as part of the services that we provide under these Terms and Conditions. We do not act in a fiduciary capacity, and we do not owe any fiduciary obligations to the Client in respect of our services in connection with these Terms and Conditions except as expressly stated in these Terms and Conditions; and

1.5.4. The Client accepts the Client Agreement.

1.6. When the Company opens the Trading Account for the Client, the Client will be bound by the Client Agreement in all dealings with the Company.

1.7. These Terms and Conditions will come into effect on the earlier of:

1.7.1. the date this version is issued; and

1.7.2. when we register the Client’s Trader Area;

1.7.3. when we accept your application to open a Client's Trading Account.

1.8. The Client must read these Terms and Conditions and other documents of the Client Agreement and any other documents we supply carefully in their entirety.

1.9. The Client hereby agrees to communications being made and to the delivery of these Terms and Conditions and/or any agreements by and between us, or changes in these Terms and Conditions, via electronic media (including, without limitation, electronic messaging (including via Telegram, Line, WhatsApp or other messengers), website postings, email, or other electronic means) to the extent permitted by Applicable Laws, rules and/or regulations.

1.10. Communications being made via electronic media in order to enter into contracts, place Orders and other records, and to the electronic delivery of notices, policies, and records of transactions initiated or completed through the Trading Platform and/or in relation thereto shall, to the extent permitted by Applicable Laws, be treated as satisfying any legal requirement that a communication should be ‘signed’ and ‘in writing’. Accordingly, any such documents that are delivered to the Client electronically are deemed to be "in writing".

1.11. If your signature or acknowledgment is required or requested with respect to any such document and you "click" in the appropriate space, or on the “I Accept” button, “Submit” button, or on similar buttons or links as may be designated by the Company to show your approval and acceptance thereof, or take such other action as may be indicated on the Trading Platform, you will be deemed to have ‘signed’ and/or acknowledged the document to the same extent and with the same effect as if you had signed the document manually. To the extent permitted under applicable mandatory law, you hereby waive any rights or requirements under any Applicable Laws in any jurisdiction that require an original (non-electronic) signature or delivery or retention of non-electronic records.

1.12. The Company will evaluate the application to open the Trading Account submitted by the Client for the purpose of becoming a client of the Company and will inform the Client whether or not the Client's application is accepted. The Company reserves the right, at its sole discretion and for any reason, to refuse and/or reject the Client's application(s) without being obliged to provide the Client with any explanation or justification.

1.13. The complete official information regarding the current trading conditions is located on the Website and in our Trading Conditions. The Company reserves the right to change the Trading Conditions.

1.14. We do not provide services to persons who are citizens or residents of the following jurisdictions:

1.14.1. Afghanistan;

1.14.2. Cuba;

1.14.3. Eritrea;

1.14.4. European Economic Area[1];

1.14.5. Honduras;

1.14.6. Iceland;

1.14.7. Iran;

1.14.8. Iraq;

1.14.9. Kazakhstan;

1.14.10. Kyrgyzstan;

[1] Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Guadeloupe (France), French Guiana (France), Martinique (France), Réunion (France), Madeira (Portugal),Azores (Portugal), Islas Canarias (Spain), Aruba (Netherlands), Curaçao (Netherlands), Saint Barthélemy (France), Greenland (Denmark), Mayotte, New Caledonia, Faroe islands, Greenland

1.14.11. Libya;

1.14.12. Liechtenstein;

1.14.13. Myanmar;

1.14.14. North Korea;

1.14.15. Palestine;

1.14.16. Russian Federation;

1.14.17. Serbia;

1.14.18. South Korea;

1.14.19. South Sudan;

1.14.20. Sudan;

1.14.21. Syrian Arab Republic;

1.14.22. United Kingdom;

1.14.23. United States of America.

2. PRINCIPLES OF INTERACTION

Principle

2.1. The Company is eligible to offer several types of Trading Accounts with different characteristics and features. The Company also reserves the right to change Trading Accounts' features and eligibility criteria and to make the type of the Trading Account unavailable at any time. The Company will give prior notice of such changes on the Website, by email, or on the Trading Platform.

2.2. We are a third party in relation to payment transactions, we do not process financial transactions ourselves, so the processing time of the request in the Terms and Conditions is the processing time of the request on our side and may differ from the processing time of the payment service.

2.3. Unless otherwise agreed in writing by the Company, the Client will deal with the Company as principal and not as an agent or representative of another person. This means that unless we agree otherwise in writing, we will treat you as the Client for all purposes, and the Client will be directly and personally responsible for performing obligations under each Contract entered by the Client, whether the Client is dealing with the Company directly or through an agent.

2.4. If the Client acts on behalf of a principal, whether or not the Client identifies that principal to us, such principal will not be the Client of the Company. We will accept no obligations to them and will only deal with you unless we otherwise agree (to the satisfaction of our requirements).

2.5. The Company will deal with the Client on an execution-only basis unless otherwise agreed by the Company.

2.6. The Company is not liable to (unless outlined in the Client Agreement):

2.6.1. track any Client’s trading operation status and inform the Client about it;

2.6.2. close any Client’s open Position;

2.6.3. attempt to execute any Client's Order by Quotes different from those offered in the Trading Platform.

2.7. The following list predetermines but is not limited to the type of Clients who are not acceptable for establishing a business relationship or execution of an occasional transaction with the Company:

2.7.1. clients who fail or refuse to submit the required data and information for the verification of their identity;

2.7.2. shell Banks;

2.7.3. money or Value Transfer Services **(**MVTS)/ Money Service Business (MSB) customers;

2.7.4. such an individual is over the age of legal capacity in the applicable jurisdiction;

2.7.5. an individual who has a criminal record;

2.7.6. an individual residing in the Territory or who is a citizen of the Territory or otherwise connected with the Territory.

2.8. The Company is entitled to refuse the provision of service to the Client at any time, and the Client agrees that the Company is not obliged to provide reasoning for such action.

2.9. The Company is not a tax agent and acts under the legislation of Belize. The Client complies with their tax and/or any other obligations independently and on their own. The Client is solely responsible for all documents, tax returns, and reports on any transactions that must be submitted to any relevant authority, whether governmental or otherwise, and for the payment of all taxes arising from any transaction, income, or in connection with them.

Placing an Order

2.10. The Trader Area gives the Client access to the Trading Platform. All instructions to place an Order must be placed via the Trading Platform. We do not accept any Orders and/or instructions via any other means unless we agree with you to do so in advance. We have no liability if any communication is interrupted before we receive an instruction from the Client to trade via the Trading Platform.

2.11. We are entitled to act on any Orders or instructions transmitted using the Client's username, Trading Account number, or password.

2.12. Any Order or instruction sent by the Client via the Trading Platform will be deemed to have been received and will only constitute a valid instruction and binding Contract between you and the Company in exceptional cases when such Order or instruction has been recorded as accepted by the Company, and the Confirmation is provided to you via the Trading Platform.

2.13. The transmission of an Order or instruction to the Company does not automatically give rise to a binding Contract between the Client and us. Any Order made by the Client is always subject to the Company accepting an offer and such Order having been recorded as accepted and confirmed by the Company. The Client is responsible for contacting the Company if a Confirmation is expected in relation to a transaction but is not received.

2.14. Any delay or errors in the transmission of an Order or the execution of instructions will not be our responsibility, nor are we liable for them (except to the extent that responsibility cannot be excluded by law).

2.15. In exceptional cases, the use of the same IP address or accounts sharing the same device by different Clients can be a basis for considering all the Orders on all the Trading Accounts performed from this IP address or the same device as those performed by the same Client.

Advice

2.16. Any information or analysis that we provide is generic and does not consider financial situations, needs, or personal objectives. In particular, the Client acknowledges that we do not provide personal advice or give advice about whether the Client should open, hold, or close out a Contract. The Client must consider the appropriateness of entering into a Contract with regard to financial situation, needs, or personal objectives and obtain your independent financial advice.

2.17. The Company does not provide any advice on any tax-related matters. The Company encourages the Client to obtain independent advice from a financial advisor, auditor, and/or legal counsel on the tax implications of any of the Products.

2.18. The Company may, from time to time and as often as it deems appropriate, provide information including but not limited to the conditions of the financial market, which may be posted on the Website and/or other media, and it is provided for communication purposes assisting the Client in making their own investment decisions, but it does not contain nor should it be construed as containing investment advice or an investment recommendation or an offer of or solicitation for any transactions in financial instruments. The Company makes no representation and assumes no liability as to the accuracy or completeness of the information provided, nor to any loss arising from any investment based on a recommendation, forecast, or other information supplied by an employee of the Company, a third party, or otherwise. All expressions of opinion included in the information are subject to change without notice, and any opinions expressed may be personal to the author and may not reflect the opinion of the Company.

2.19. No representative of the Company is entitled to offer trading signals, auto-trading, robots, investment advice, portfolio, or fund management services.

All trades at Your risk

2.20. You agree that the Company is under no obligation:

2.20.1. to satisfy ourselves as to the suitability of any Contract for you;

2.20.2. to monitor or advise you on the status of any trades;

2.20.3. to make Margin Calls; or

2.20.4. to close any open Positions unless the Aggregate Margin Close-Out Protection is triggered, even though previously, we may have taken action in relation to that trade or any other trades.

2.21. All trades will, therefore, be made at your own risk and to the maximum extent permitted by law, we will not in any way be liable for any claims, damages, or Loss (including consequential losses) suffered or incurred by you as a result of or arising out of:

2.21.1. any statement, information, or communication provided by, or on behalf of, the Company relating to a trade entered or proposed to be entered into by you under the Client Agreement; or

2.21.2. any statement, information, or communication provided by, or on behalf of, the Company in relation to any product that the Client may deal with under the Client Agreement.

2.22. The Client will not be entitled to ask the Company to provide advice relating to a Contract or ask the Company to make any statement of opinion to encourage you to open a particular Contract. We may, at our absolute discretion, provide information:

2.22.1. in relation to any Contract about which the Client has enquired, particularly regarding procedures and risks attaching to that Contract; and

2.22.2. by way of factual market information, however, we will be under no obligation to disclose such information, and in the event that the Company supplies such information, it will not constitute personal advice. If, notwithstanding the fact that dealings between the Client and the Company are on an execution-only basis, a representative of ours makes a statement of opinion (whether in response to the Client's request or otherwise) regarding any Product or Contract, the Client agrees that it is not reasonable for you to, nor will you be entitled to, rely on such statement and that it will not constitute personal advice.

2.22.3. You must understand the risks of dealing with our Products and agree to rely solely upon your judgment in dealing with us. We are not under any responsibility and have no duty of care to monitor your trades or to prevent you from trading beyond your means or ability or otherwise to protect you.

Anti-Money Laundering Legislation and Know Your Client

2.23. The Client acknowledges and agrees that the Company may require information from the Client from time to time to comply with the Anti-Money Laundering (AML) Legislation. By opening the Trading Account or transacting, the Client undertakes to provide the Company with all information, documents, and assistance that we may require to comply with the AML/Counter-Terrorism Financing (CTF) Laws.

2.24. We may pass on information documents collected from you relating to transactions as required by the AML/CTF Laws or other Applicable Laws and regulations and are under no obligation to inform you we have done so. We may undertake all such anti-money laundering and other checks in relation to you (including restricted lists, blocked persons, and countries lists) as deemed necessary or appropriate by us, and we reserve the right to take any action with regard thereto with no liability whatsoever, therefore. For more information, please refer to our Anti-Money Laundering Policy.

2.25. You also warrant that you are not aware and have no reason to suspect that:

2.25.1. the money used to fund your transactions has been or will be derived from or related to any money laundering, terrorism financing, or other illegal activities, whether prohibited under Applicable Laws, international law, or convention or by agreement; or

2.25.2. your proceeds will be used to finance any illegal activities.

Consent to the recording of telephone conversations

2.26. The Client consents to:

2.26.1. the electronic recording of your telephone discussions with us, with or without making a disclosure to you each and every time you speak with a representative of the Company. These calls may be recorded with or without an audible tone; and

2.26.2. the recording and retention of all electronic communications with us, including but not limited to communications by email or through the Trading Platform, with or without any further warning to this effect during the communication; and

2.26.3. the use of recordings, transcripts, or electronic communications from such recordings for any purpose, including, but not limited to, their use as evidence by either party in any dispute between you and us, monitoring and training our staff, and monitoring compliance with regulatory and contractual obligations. If there is a dispute between the Company and you, you have the right to listen to any recording of those conversations (if still available). Nothing in the Client Agreement obliges the Company to keep a recording or to notify you that we have eliminated recording.

2.27. All recordings are the property of the Company and may be used in instances, including but not limited to, of dispute and shall be conclusive and binding evidence.

Marketing

2.28. All promotions being offered either to the Client or potential client may differ from time to time and are subject to specific promotional terms and conditions. The Company reserves the right to amend, renounce, and/or terminate any promotion at any given time without prior notice to the Client.

2.29. The Company reserves the right at all times to refuse, detain, or withdraw any promotion it is sole discretion, and in the event the Company suspects that the Client alone or with others has in any way manipulated or abused or attempted to, any promotion or has acted on bad faith towards the Company including but not limited to arbitrage, risk reduced profiting then we reserve the right at our sole discretion to take any actions such as but not limited to temporary or permanently blocking, suspending or terminating any or portion of our services being provided and consequently closing the Trading Account and/or deducting any benefits as a result of such manipulation or abuse. In such circumstances, the Company will take into the Trading Account any benefit granted, any profit or gains which may be withdrawn while any loss suffered will be recognized and sustained.

Our discretions

2.30. Various clauses of these Terms and Conditions confer discretions on the Company to act in circumstances that are set out in the relevant provision. We have discretions under these Terms and Conditions which can affect your Contracts. You do not have any power or right to direct how we exercise those discretions.

2.31. In exercising such discretions, we will act in accordance with the following:

2.31.1. We will have due regard to our commercial objectives, which include:

2.31.1.1. maintaining our reputation;

2.31.1.2. responding to market forces;

2.31.1.3. managing all forms of risks, including, but not limited to, operational risk and market risk; and

2.31.1.4. complying with our legal obligations;

2.31.2. We will take into the Trading Account the circumstances existing at the time and required by the relevant provision.

2.32. We will try to act reasonably in exercising our discretion, but we are not obliged to act in your best interests or to avoid or minimize a Loss in your Trading Account.

3. TRADING ACCOUNT

Registration and Trading Account opening

3.1. To start interacting with the Company, the Client needs to register the Trader Area, the Client will need to specify email, which must be confirmed. The Trader Area aims to provide the Client with all the data necessary to manage the Trading Account.

3.2. After registering the Trader Area, the Client will be able to open the Trading Account. To complete the registration procedure, the Client will need to go through the verification procedure: provide relevant personal information and KYC documents.

3.3. Each Client can have only one verified Trader Area.

3.4. In cases where the Client wishes to undergo identity verification for the new Trader Area and the Company has confirmed the verification of the new Trader Area, the Company cancels the verification of the previous Trader Area.

3.5. The Client shall provide KYC documents within thirty (30) days from registration in the Trader Area, in which case the deposit limit will be up to two thousand (2,000) US Dollars or an amount equivalent to this in another currency until the KYC documents are provided. If the Client does not provide the remaining information by the end of the deadline, then any funds deposited shall be returned to the Client's account used for depositing the respective funds from which they originated immediately at the termination point, regardless of whether the Client has requested the return of their funds or not.

3.6. All your dealings (including Contracts) will be within the Trading Account.

3.7. The Client undertakes and warrants to the Company that any information provided to the Company is correct and that the Client will immediately inform the Company of any material changes to that information, including any changes to contact details or financial status.

3.8. In case of any change or modification of personal data or expiration of personal identification documents, the Client shall notify the Company within three (3) business days of such changes/expiration. The notification must be signed, scanned, and sent to support@fbs.com from the email the Client submitted during the registration. The Company has the right to request other verification documents in order to verify the Client and comply with applicable Anti-Money Laundering Legislation. Any delay or failure to comply with this clause shall amount to a breach of the Client Agreement by the Client and can lead to the closure of the Trading Account and termination of the Client Agreement.

3.9. We reserve the right to limit, block, or terminate access to the Trader Area, Trading Account, or Trading Platform if information requested by us is not provided and/or if any such information provided seems to be untrue, inaccurate, and/or incomplete.

3.10. Please note that when you register the Trader Area, you will choose a username and password that will personally belong to you and will be used only by you each time you log on to our system (hereinafter the "**Credentials**"). These Credentials should be kept private and confidential at all times. It is your sole responsibility to safeguard this information, and you are responsible for all actions taken in your Trading Account. You agree to notify the Company immediately if any unauthorized use of your Credentials or any other violation of security is made.

3.11. If there is a minimum deposit to open the Trading Account requirement applicable to your application, the Client must meet this requirement before we activate the Trading Account. The applicable minimum deposit to open the Trading Account is set out on our Website.

3.12. The Company has the right to deactivate and archive the Trading Account if it is not active for more than ninety (90) calendar days. "Active" includes but is not limited to logins to the Trading Platform, settings changes, withdrawals, trading, and balance transactions. The Client can restore the Trading Account in the Trader Area. If the Company no longer supports the account type at the time of account reactivation, the Trading Account cannot be restored.

Multiple Trading Accounts

3.13. Calculations, reporting, and administration are performed by the Company separately for each of your Trading Accounts, so that (without limitation).

3.13.1. The Company may at any time aggregate one or more Trading Accounts (for reporting or managing Margins or otherwise for these Terms and Conditions), even if you cannot immediately access reports for aggregating the Trading Accounts.

3.14. We may set off any amount owing by you (including any negative balance in one or more Trading Accounts) against any amount we owe you in any other Trading Account without notice. At its absolute discretion, we may choose which Contracts to apply to offset the debt. For the avoidance of doubt, this right to set-off (and other rights of set-off under these Terms and Conditions) applies in respect of rights and obligations across more than one Trading Account. You agree that we may apply the set-off among one or more Trading Accounts before an Event of Default, on and following an Event of Default.

Base Currency

3.15. When you open your Trading Account with the Company, you will nominate the currency for your Trading Account, and this currency will be the Base Currency of your Trading Account.

3.16. All Contracts will be conducted in the currency appropriate to the Contracts and will be converted into Base Currency at the prevailing spot rate for the purposes of calculating the components of your Trading Account summary.

4. DEPOSIT AND WITHDRAWALS

4.1. The Client may deposit and withdraw funds into the Trading Account at any time during the course of the Client Agreement by using any of the payment methods available in the Trader Area from time to time. Minimum deposit requirements, minimum withdrawal requirements as well as withdrawal commissions, and deposit commissions can be found in the Trader Area. The Company shall not accept third-party or anonymous payments to the Trading Account.

4.2. The Client shall understand and agree that if the Client uses one payment method, they will use the same method to withdraw funds unless this is justified at the Company's discretion. The Company's discretion may be exercised; for example, if a bank card is used as a depositing method, the funds can be withdrawn to the same card within 1 (one) calendar year. After the calendar year, the withdrawal of funds to the bank card will not be available, and the Company will offer the Client alternative ways of withdrawal.

4.3. If multiple payment methods are being used, then the concept of proportionality shall apply. The Company shall set the requirements and order to be followed for withdrawals. The Company shall have the right to request from the Client additional information and/or documentation at any time to confirm the origin and/or source of funds deposited in the Trading Account. This includes but is not limited to: the source of income and source of funds, a video with an identification document, and proof of address. The Company has the right to suspend trading operations on the Trading Account for the time of submission and verification of documents. Verification of documents can last up to 14 calendar days. The Company shall have the right to reject a deposit or a withdrawal from the Client if the Company is not duly satisfied with the information and/or documentation provided and/or collected. The Company has the right to terminate the Client Agreement with the Client without explaining the reasons and to refuse to provide services to the Client based on the results of the verification in accordance with the internal AML policy.

4.4. The Company shall have the right to reject a deposit of the Client if the provisions of the transfer stated in the Trader Area are not followed.

4.5. The Company has the right to refuse deposit and withdrawal operations in cases if the email, telephone number, identity, address, and/or other information provided and/or collected is not fully verified by the Company or up to date, with the requirements of such verification vested in the Company's sole discretion.

4.6. If the Client makes a deposit, the Company shall credit the relevant Trading Account with the relevant amount actually received by the Company as soon as practically possible after the amount is cleared in the relevant account of the Company.

4.7. If the funds sent by the Client are not deposited in the Trading Account when they were supposed to, the Client shall notify the Company and request the Company to make a transaction investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from the Trading Account or paid directly to the third party performing the investigation. The Client understands and agrees that in order to carry out the investigation, the Client shall have to provide the Company with the requested documents and certificates. The Client realizes and accepts that the Company only assists in the investigation but is not responsible for any funds that are not directly deposited into the Company's accounts.

4.8. Without prejudice to the rest of the provisions of these Terms and Conditions, the Company will affect withdrawals of Client funds upon the Company receiving a relevant request from the Client.

4.9. Upon the Company receiving an instruction from the Client to withdraw funds from the Trading Account, the Company shall process the transaction request without undue delay and, where feasible, not later than three (3) Business Days if the following requirements are met:

4.9.1. The withdrawal instruction includes all necessary information.

4.9.2. The instruction is to make a transfer to the account from which the money was originally deposited in the Trading Account or, in case of a disputable situation, to an account belonging to the Client (following the submission of the relevant evidence).

4.9.3. The account where the transfer is to be made belongs to the Client.

4.9.4. At the moment of payment, the Client has available funds in the Trading Account.

4.9.5. There is no Force Majeure event that prohibits the Company from effecting the withdrawal.

4.9.6. The Client has satisfied any requests from the Company in relation to Know Your Customer (KYC), etc.

4.9.7. The Client's Trader Area and/or Trading Account are not blocked, or the Client Agreement is not terminated due to the Client's violation of the Client Agreement.

4.10. It is agreed and understood that withdrawals will only be effected towards the Client. The Company does not permit withdrawals to any third party and/or to an anonymous account.

4.11. The Company reserves the right to decline a withdrawal request from the Client, asking for a specific transfer method, and the Company has the right to suggest an alternative.

4.12. All payment and/or transfer charges may be borne by the Client, and the Company shall debit the relevant Trading Account for these charges.

4.13. Without prejudice to the rest of the provisions of the Client Agreement, the Client may send request(s) for fund withdrawal from the Trader Area, and the Company shall undertake to send funds to the Client's account in accordance with the details stated in the request for withdrawal. The Company shall not be responsible for the period of transfer following the execution of the withdrawal request.

4.14. In exceptional cases, if the Client requests a withdrawal to an account other than the account from which the deposit was made, the Client warrants that the details provided are correct, that the account can be funded, that the account belongs to the Client, and that the account is in the actual possession of the Client. The Client is solely responsible for the payment details provided by the Client to the Company, and the Company does not accept any responsibility for the Client’s funds if the payment details the Client has provided to the Company are incorrect or incomplete.

4.15. However, the Company reserves the right, at its sole discretion, to carry out all necessary checks and take measures to ensure that the account actually belongs to the Client.

4.15.1. In that connection, the Company reserves the right, at its sole discretion, (a) to decline withdrawals via certain specific payment methods; (b) to require another payment method as the one indicated in any withdrawal request, in which instance a new withdrawal request may have to be submitted; and/or (c) to require that further documentation be submitted, as required by applicable Anti-Money Laundering Legislation and/or any other similar rules and regulations applicable to us, before proceeding with any withdrawal request. If the Client fails to provide confirmation within 7 (seven) days that the account to which the withdrawal is requested belongs to him, the Company has the right to block the Trading Account and not to make a withdrawal until the Client provides sufficient confirmation.

4.16. Without prejudice to the rest of the provisions of the Client Agreement, if the Trading Account is closed, its balance will be withdrawn proportionally to bank accounts, and e-wallets from which deposits were made.

4.17. Unlawful actions with bank cards and/or bank accounts and/or with any other depositing method are exceptions to the aforementioned paragraph. In the case of unlawful action(s), the Company may refund the remaining balance as it deems fit. Should an unlawful action occur, all data may be provided to the bank and/or credit institution and/or payment service provider and/or similar, as well as to law enforcement agencies and/or authorities.

4.18. Without prejudice to the rest of the provisions of the Client Agreement, where a bank card is used as the depositing method, the following rules apply:

4.18.1. The Company reserves the right to place withdrawal limits in its systems. For additional information regarding such withdrawal limits and withdrawal procedures, please refer to your Trader Area.

4.18.2. The Company shall undertake to send funds to the Client's account in accordance with the details stated in the request for withdrawal. The Company shall not be responsible for the transfer period following the execution of the withdrawal request.

4.18.3. The Client withdraws an amount that is less or equal to the deposit. If the Client has made several deposits, the Client must withdraw deposits separately.

4.18.4. The Client can withdraw the profit from the card deposit only through a local bank if such bank is available for withdrawal by the Client and the Client has an account. if the possibility to withdraw to the local bank is absent, the profit can be withdrawn to payment systems and/or wallets, the belonging of which is confirmed to the Client.

4.18.5. If the Account has been funded by a debit or credit card, the Company has the right to request a copy of the credit card. The copy must include the first six (6) and last four (4) digits of the card number, the cardholder's name, and the expiration date.

4.19. The Company reserves the right to set the minimum deposit amount and minimum withdrawal amount in accordance with the requirements of the payment service provider. The minimum and maximum amounts of deposit and withdrawal are specified in the payment form. Please check the payment service provider's requirements in advance. Deposits below the minimum amount, as well as those sent by mistake or from an incompatible payment method, may result in the loss of funds; deposits below the minimum amount shall be considered non-refundable. The Client acknowledges that the Client risks losing funds if the sent amount is below the minimum deposit. The Client acknowledges and agrees that the Company will not be able to process a withdrawal request if the requested amount is less than the minimum withdrawal amount set by the payment service provider. Before submitting a

withdrawal request, the Client should ensure that the requested amount is equal to or above the minimum amount required for each withdrawal method. The Client agrees that their funds are subject to forced withdrawal if the Company blocks the Trading Account and Trader Area. The Client also admits the Company's right to block the Trading Account and Trader Area without carrying out a withdrawal if the Client's funds are below the minimum withdrawal amount set by the payment service provider.

Internal transfer

4.20. The Client may request a transfer of funds to another Trading Account, provided the latter trading account supports the relevant fund deposit/withdrawal method. Internal transfer shall be executed only between accounts of the same type or between different types of accounts if the transfer amount is greater than the required minimum initial deposit.

4.21. The Company shall process the transfer of funds to another Trading Account in the currency of that Trading Account.

4.22. If an error in the request for the transfer of funds to another account was made by the Client, and this resulted in the Company depositing funds into an incorrect Trading Account, the Client may not be refunded.

4.23. The Company may decline any internal transfer without any reasoning in its sole discretion.

4.24. Transfer between third parties is not possible except for internal transfers between a Partner and an Introduced Client of the Partner; these transfers are processed manually as well.

Chargeback

4.25. If the Client initiates chargeback (either intentionally or in error) for any deposit made by the Client to the Trading Account, the Company reserves the right to debit the amount of the chargeback initiated by the Client from the Trading Account balance until a decision on the chargeback is received.

4.26. Also, if the Client places chargeback (either intentionally or in error) for any deposit made by the Client to the Trading Account, the Company reserves the right, upon receipt of the refund, to charge the Trading Account the investigative expenses in amount of 100 US Dollars or an amount equivalent to this in another currency for one operation to Client's Trading Account upon receiving the chargeback by Company's merchant provider to cover Company's investigative expenses to prove that the Client did make the deposit, and the Client hereby authorizes the Company to charge this amount to Client's credit card.

4.27. The Company does not tolerate credit card fraud, and all fraud, without exception, may be prosecuted through criminal proceedings in the Client's local jurisdiction to the fullest extent of the law. In addition, the Company may pursue civil legal action in your local jurisdiction seeking any loss of income related to the fraud, including business, legal fees, research costs, and loss of revenues.

4.28. Fraudulent transactions are immediately canceled after being detected. Any open Orders associated with the same fraudulent credit card will also be canceled immediately.

4.29. The Company considers credit card chargebacks to be fraudulent if the Client makes no reasonable effort to work with the Company to resolve any problems with the Client's deposit. When the Company detects questionable activity related to a deposit that is being made in the Account, the Company will perform fraud detection checks on the deposit to reduce the Client's exposure to risk; during this time, the Client won't be able to access the Client's Trading Account.

4.30. If the Company determines that a deposit is high-risk or doesn't comply with the Company's fraud and security policies, the deposit will immediately be canceled, and the funds will be sent to the place from which the deposit was originally made. Furthermore, in such instances, the Company reserves the right, at the Company's sole discretion, to close any and all of the Client's Trading Account(s) immediately. Any open Orders associated with the same fraudulent payment method and/or the Trading Account will also be canceled immediately.

Transfers

4.31. It is your responsibility to ensure that money sent to the Company is correctly designated in all respects, including, where applicable, that the money is applied to the correct Trading Account.

4.32. The Client must ensure that:

4.32.1. all payments into the Trading Account are from you as the holder of the Trading Account and not from any third party;

4.32.2. without limiting the above, payments from the Trading Account are payments from your Trading Account and not from any Trading Account of any third party.

4.33. The Client agrees and acknowledges that we may refuse to accept and\or may return any payment of money from any third party or any Trading Account of any third party and that we do not accept any liability or responsibility for any Loss, cost, or expense incurred or suffered by you in connection with such non-acceptance or return, including because you are subsequently in default of your obligations to us.

4.34. The Client understands and accepts that the Client must always supply the Company with complete and correct payment details when providing payment instructions. When providing payment instructions, you should use the form provided by the Company. In the absence of the said information or if the information provided does not match the deposit made, the Company is not liable for the completion of the transfer nor any delays or extra costs arising from the absence.

4.35. The Client acknowledges that the Company cannot be held liable for the number of days passing between the transfer of funds by the sending payment provider until the funds are received by the Company and booked in your Trading Account.

4.36. The Client acknowledges that the Company cannot be held liable for the number of days passing between the transfer of funds from the Company until the funds are booked into the Client account in the payment system to which the transaction/withdrawal is made.

4.37. The Client understands and accepts that the Client is liable for any costs arising from any delays caused by any errors made by the receiving financial institution or its intermediate financial institutions.

5. INSTRUCTIONS AND DEALING

Instructions and communications

5.1. The Company may require further instructions from the Client in respect of any Contracts or proposed Contracts, and if we do, the Client must promptly provide the Company with that information. If the Client does not, we may, at our absolute discretion, take all such steps at your cost as we consider necessary or desirable for our or your protection. This does not detract from your responsibility to keep yourself informed at all times as to the key dates and events affecting your Contracts.

5.2. Any notice or any other communication to be provided by the Company, including Trading Account statements, may, at the Company's discretion, be sent in electronic form via email or by display on the Trading Platform. The Client is obliged to provide the Company with an email address for this purpose. An email is considered received when sent from the Company.

5.3. The Company is not responsible for any delay, alteration, redirection, or any other modification an email or other message may undergo after transmission from the Company. A message on your Trading Account on the Trading Platform is considered received by you when the Company has placed the message on the Trading Platform. It is your responsibility to ensure that your software and hardware setup does not prevent you from receiving emails or accessing the Trading Platform.

5.4. The Client is obliged to verify the contents of any communication, notice, statement, or document from the Company, whether sent electronically or in print.

Market disruption

5.5. Where there is a suspension or halt in the Underlying Market for an Underlying Instrument, and we believe that we can no longer perform our obligations under the Contract on the same economic basis as that Underlying Instrument on the terms of the Contract when the Contract was originally entered into, then we will give notice to you of that fact and will, at your request, provide you with reasonable evidence of such circumstances, although our determination will be conclusive.

5.6. At any time following our giving of notice to you under this clause, we may halt trading.

Material error

5.7. It is possible that errors, omissions, or misquotes ("**Material Error**") may occur in relation to our Products, which by fault of either the Company or any third party, are materially incorrect when considering market conditions and Quotes in Underlying Instruments which prevailed at the time. The Material Error may include an incorrect price, date, time, or other characteristics of a Product or any error or lack of clarity of any information.

5.8. In deciding whether an error is a Material Error, we will act reasonably, and we may (but are not obliged to) consider any relevant factors, including, without limitation, the state of the Underlying Market at the time of the Material Error or any error in, or lack of clarity of, any information source or pronouncement upon which we base our quoted prices. Any financial commitment you have entered or refrained from entering into in reliance on the Contract with the Company will not be taken into the Trading Account in deciding whether or not there has been the Material Error.

5.9. If a trade is based on Material Error, we reserve the right to do any of the following without your consent:

5.9.1. amend conditions of the Contract to reflect what we consider having been the fair price at the time the Contract was entered into and there had been no Material Error;

5.9.2. close the trade and any open Contracts resulting from it;

5.9.3. void the Contract from the outset; or

5.9.4. refrain from taking action to amend or void the Contract.

5.10. In the absence of fraud on our part, we are not liable to you for any Loss, cost, claim, demand, or expense that you incur or suffer (including loss of profits or indirect or consequential losses) arising from or connected with the Material Error including where the Material Error arising from an information service on which we rely, or action (or omission) taken (or omitted) by as a result.

5.11. In the event that a Material Error has occurred, we may, without notice, adjust your Trading Account or require that any money paid to you in relation to the Contract, the subject of the Material Error, be repaid as a debt due payable to your records on demand.

6. FEES AND CHARGES

Costs

6.1. The provision of Services and the performing of both trading and non-trading operations under the Client Agreement is subject to the payment of charges to the Company ("**Costs**"). Costs to the Company are set out on the Website and/or in the Trader Area and/or communicated to the Client through other means.

6.2. Costs related to trading operations ("**Trading Commission**") may be charged at the opening and/or during the lifetime and/or upon the closing of such trading operations.

6.3. Any Costs, including commissions, spreads, and others, shall be paid by the Client as set out on our Website or/and in the Contract specifications.

6.4. The Company reserves the right to change, from time to time, any of the Costs applicable to the Client without prior written notice, and any such information shall be displayed on the Website and/or in the Trader Area and/or are communicated to the Client through other means.

6.5. The Client agrees to pay all expenses relating to the Client Agreement and to any documentation which may be required for the carrying out of transactions.

6.6. Costs may include:

6.6.1. (if applicable) any transaction charges, including all Trading Commission, Swap, Margins, interest, default charges, taxes (including GST but excluding our income tax or penalty tax and levies), and any other amounts due under the Client Agreement;

6.6.2. (if applicable) a monthly access charge for the use of the Trading Platform provided by us, as specified by the Company from time to time;

6.6.3. any fees, taxes, stamp duty, or other charges as may from time to time be levied on or in connection with any Contracts entered into with you; and

6.6.4. any amount, rate, or formula for transaction fees ("**Transaction Fees**"), Spreads, or any other fees which are to be specified by us, a supplementary disclosure document, or in any other permitted way of notifying you.

6.7. The Company reserves the right to charge a fee ("**Service Fee**") for processing withdrawals made by the Client per month in excess of the number of free withdrawals set by the Company. You may request ten (10) free withdrawals per calendar month. The Company will charge a fee of one (1) USD (or its equivalent in another / any other currency) for the eleventh (11) and each subsequent withdrawal (of any type).

6.8. The amounts of or basis of calculating the fees, Commissions, charges, and credits referred to in this clause 6 will be as notified from time to time in writing by us, posted on the Trading Platform or Website or in the Trader Area, or notification to your contact address, posting to the Website or as otherwise agreed with you or permitted by the Client Agreement.

6.9. The Client must reimburse the Company for all fees (both direct and indirect) and expenses charged in connection with any Contract (other than Tax on the income) and for all costs and expenses incurred by the Company in implementing the Client Agreement and in enforcing our rights under the Client Agreement (including its legal costs of external or internal legal advisers on a full indemnity basis).

6.10. The Client acknowledges that the Client is responsible for legal costs associated with or arising from (at any time) entering into the Client Agreement and for all Taxes and expenses incurred by the Client in connection with the Client Agreement.

6.11. Provided that all applicable rules and regulations of the Company are complied with, the Company shall not be obliged to disclose to the Client any reports of profits, commissions, and other fees received by the Company from the Client's trading, except in the cases specifically mentioned in these Terms and Conditions.

Payment

6.12. The Client agrees that the Company may:

6.12.1. debit Trading Account (on a daily or any other basis) and pay itself, without further reference to the Client:

6.12.1.1. all administration fees, including but not limited to Transaction Fee, credit card fees, and debt collection, from your Trading Account with the Company during the full term of the Client Agreement while the Client uses such services; and

6.12.1.2. all Trading Commission fees, and charges, which the Client owes to us;

6.12.2. withdraw from the Trading Account and pay ourselves the amount of money to which we are entitled under the Client Agreement (such as but not limited to, realized losses); and

6.12.3. deduct from the Trading Account any amount reimbursable under these Terms and Conditions. You agree that any delay in, or partial exercise of any of the above rights is not a waiver or abandonment of those powercharge you an amount equal to the charges associated with your transactions and/or reserves the right to charge you an amount equal to five (5) percent of the total amount of your withdrawals and/or deposits to cover the Company's cost of transaction fees.

Netting

6.13. If on any day, the same amounts are payable under these Terms and Conditions in respect of the same Trading Account by either you or the Company to the other in the same currency, then, on such date, each of our obligations to make payment to such an amount will be automatically satisfied and discharged.

6.14. On the other hand, if the aggregate amount that is payable by one of the parties exceeds the aggregate amount that is payable by the other in the same currency, then the one who has to pay the larger amount must pay the excess to the other, and the obligations to make payment of each party will be satisfied and discharged.

7. INTELLECTUAL PROPERTY

7.1. The entire contents of our Trading Platform, our software, the Website, and our mobile application, including but not limited to all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, color scheme, and graphics, are protected by international copyright and trademark laws. Except for third party content, the contents of our Online Trading Facility are original works of authorship published by us or by or on behalf of our Third Party Licensors. We have the exclusive rights to reproduce, display, distribute, or prepare derivative works. The names, logos, trademarks, copyrights, and all other intellectual property rights in all of the material and software on the facility are owned by us or by our third-party licensors.

Trading Platform

7.2. The Company hereby grants you a non-exclusive, revocable, non-transferable, limited, and personal license (which is incapable of sub-license or transfer by you without our express prior and written agreement) to access and use the Trading Platform. The Trading Platform is intended for your personal, non-commercial use only.

7.3. We may be required by a Third-Party Service Provider to require you to comply with additional restrictions on your access and/or usage of the Trading Platform. You agree that you will comply with any additional restrictions on your access and/or usages that we may communicate to you from time to time or that are otherwise the subject of an agreement between you and such Third-Party Service Providers. You acknowledge that failure to comply with such additional restrictions may result in your access to and/or usage of all or part of the Trading Platform being restricted, suspended, or terminated.

7.4. The entire content of the Trading Platform, our Website, including but not limited to all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, color scheme, and graphics, are protected by international copyright and trademark laws.

7.5. Except for third-party content, the content of the Trading Platform and Website are original works of authorship published by us, or by, or on behalf of our Third-Party Licensors. We have the exclusive rights to reproduce, display, prepare derivative works, or distribute the names, logos, trademarks, copyrights, and all other intellectual property rights in all of the material and software on the Trading Platform are owned by the Company or by our Third-Party Licensors. All third party-owned materials contained on the Trading Platform and/or Website are reproduced with the permission of the respective owners.

7.6. You may not, without our prior written permission, alter, modify, copy, reproduce, republish, upload, post, transmit, distribute or commercially exploit, in any manner whatsoever, any materials, including text, graphics, video, audio, software code, user interface design or logos, from Trading Platform and/or Website, except that you may print and download portions of material from the different areas of Trading Platform solely for your own, non-commercial use, provided that you agree not to change or delete any copyright or proprietary notices from such materials. All referenced third-party logo trademarks and products on the site are the property of the respective (site) owner(s) and must not be used or distributed without the permission of the owner(s).

7.7. You agree not to "deep link" to the Trading Platform, resell or permit access to the Trading Platform to others, and not to copy any materials appearing on the Trading Platform for resale or any other purpose to others, without our express, prior, and written consent. In those instances where we may permit you to link from another website to Trading Platform, your website, as well as the link itself, may not, without our express prior and written permission, suggest that we endorse, sponsor, or are affiliated with any third-party website, entity, service or product, and you may NOT make use of any of our logos, trademarks or service marks other than those contained within the text of the link.

7.8. Because all servers have limited capacity and are used by many people, you agree not to use the Trading Platform in any manner that could damage or overburden any of our servers, or any network connected to any of our servers and not to use the Trading Platform in any manner that would interfere with any other party's use of the Trading Platform. You further agree not to use any Electronic Messaging and/or communication feature of the Trading Platform for any purpose that is unlawful, tortuous, abusive, and intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful.

7.9. When using the Trading Platform, you shall:

7.9.1. ensure that your system is maintained in good order and is suitable for use with the Trading Platform;

7.9.2. inform the Company immediately of any unauthorized access to a Trading Platform or any unauthorized transaction or instruction which you know of or suspect and, if within your control, cause such unauthorized use to use;

7.9.3. not disguise or interfere in any way with the IP address of the computer you are using to access the Trading Platform or otherwise take steps to prevent the Company from correctly identifying the actual IP address of the computer you are using whilst accessing the Trading Platform.

7.10. The Client agrees that we shall not be liable, in any manner whatsoever, to you in the event of failure of or damage or destruction to your device systems, data or records, or any part thereof, or for delays, losses, errors, or omissions resulting from the failure or mismanagement of any telecommunications or device equipment or software.

7.11. We do not represent, warrant, or guarantee that you will be able to access and/or always use the Trading Platform or locations of your choice or that we will have adequate capacity for the Trading Platform as a whole or in any geographic location.

7.12. You understand that we cannot and do not guarantee or warrant those files and/or software available for downloading through the Trading Platform and/or Website will be free of infection or viruses, worms, Trojan horses, or other code that manifests contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for the accuracy of data input and output, and for maintaining means external to the Trading Platform and/or Website for the reconstruction of any lost data.

7.13. We do not represent, warrant, or guarantee that the Trading Platform will provide uninterrupted and error-free service.

7.14. We do not make any warranties or guarantees to the Trading Platform and the content thereof, including, but not limited to, warranties for merchantability or fitness for a particular purpose.

7.15. We have the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use the Trading Platform, or any part thereof, without notice, where we consider it necessary or advisable to do so, for example, due to your non-compliance with the Applicable Laws, breach of any provisions of these Terms and Conditions, on the occurrence of an Event of Default, network problems, failure of power supply, for maintenance, or to protect you when there has been a breach of these Terms and Conditions by us. In addition, the use of a Trading Platform may be terminated automatically upon the termination (for whatever reason) of:

7.15.1. any license granted to the Company that relates to the Trading Platform; or

7.15.2. these Terms and Conditions.

7.16. In the event of termination of the use of the Trading Platform for any reason, upon request by us, you must either return or destroy all hardware, software, and documentation that we have provided you in connection with such Trading Platform and any copies thereof.

Downloaded Program

7.17. Trading Platform may contain software that is provided for downloading (hereinafter referred to as "**Downloaded program**"). You acknowledge and agree that we make no warranty whatsoever that any Downloaded Program downloaded onto your device equipment from or through Trading Platform or elsewhere will be compatible with, or operate without interruption on, your device equipment, nor do we warrant that any such Downloaded Program is or will be uninterrupted, error-free, or available at all times. Trading Platform is not associated with the Downloaded Program it may provide for download, and we cannot be held liable for issues or faults that arise from the download or use of any such Downloaded Program.

7.18. You further understand and agree that your download and/or use of any Downloaded Program may expose you to risks associated with the download and/or use of software that may not be compatible with your device equipment. You hereby agree to accept such risks, including, but not limited to, failure of or damage to, hardware, software, communication lines or systems, and/or other device equipment. We expressly disclaim any liability with respect to the foregoing, and you hereby agree to fully indemnify, defend, and hold the Company harmless from any and all damages, liabilities, losses, costs, and expenses that may arise therefrom.

7.19. Each Downloaded Program application downloaded from or through the Trading Platform includes a specific personal license to use such Downloaded Program under the Terms and Conditions set forth herein. Any Downloaded Program downloaded from or through Trading Platform is subject to the terms of the specific software license accompanying such download, in addition to these Terms and Conditions.

7.20. Any Downloaded Program downloaded from or through Trading Platform is intended only for your personal, non-commercial use unless we have expressly agreed otherwise beforehand and in writing. You agree to use any such Downloaded Program downloaded from or through the Trading Platform for the sole purpose of entering into and executing transactions and/or Products through the Trading Platform. Using any such Downloaded Program to distribute signals, copy trades, or share the Software or signals with third parties is NOT allowed under these Terms and Conditions without our express and prior written consent and may lead to immediate termination of the License granted under these Terms and Conditions and/or the specific personal license to download and/or use such Downloaded Program.

Robotic trading tools

7.21. The Client is held solely responsible for any third-party applications the Client uses in conjunction with the Trading Account.

7.22. It is the Client's sole responsibility to conduct due diligence on any software program that the Client uses and to determine for himself whether the software is appropriate for the Client. If the Client is unable to make that determination himself, the Client should seek advice from a professional advisor. We do not provide any advice on the selection or use of any interface or other third-party software or hardware.

7.23. If the Client decides to install or use a trading robot, script, or any other application, the Client may act at their own risk. We shall not be responsible in any way whatsoever in respect of decisions, orders, transactions, or signals generated by the use of a trading robot, script, or other application, nor any resulting trading losses.

7.24. If a Trading Robot, Script, or other application generates a high volume of transactions, pending Orders, or Order modifications and we believe that this is affecting the performance of our servers, we may decide to disable such applications in respect of the Trading Account. In normal circumstances, we will use reasonable endeavors to notify the Client of our intention to suspend the Trading Account.

7.25. We may decide to ban or otherwise prohibit using any particular trading robot, script, or other application or disable the Trading Account for all such applications.

7.26. In case the Client uses an Expert Advisor performing over 30 requests per minute, the Company reserves the right to ban such an Expert Advisor.

Analytical Tools and Market Data

7.27. At certain times, we may provide various Company analytical tools (such as market data, exchange rates, news, headlines, and graphs), links to other websites, circulate newsletters, and/or provide you with third-party information on the Trading Platform and/or Website, for your convenience only. By doing so, we are not endorsing, giving any representation, warranting, guaranteeing, or sponsoring the accuracy, correctness, timeliness, completeness, or suitability of such information for you and/or as to the effect or consequences of such information on you. Such information and tools are provided solely to assist you in making your own investment decisions and do not amount to investment advice or unsolicited financial promotions.

7.28. You understand that we are not obliged to continue to provide the above-mentioned tools and information, and we may remove such informational tools from the Trading Platform and/or Website at any time. Furthermore, we are not obliged to update the information displayed on the Trading Platform at any time, and we will not be liable for the termination, interruption, delay, or inaccuracy of any such information. The financial information we post on the Trading Platform and/or Website may be provided by third parties for the benefit of our clients, and as such, you undertake not to enable deep-linking or any other form of redistribution or reuse of the information to any unauthorized users. As such, we urge you to read and fully understand the terms and conditions and other policies of such websites, newsletters, and information before using them.

Content Item

7.29. All rights in patents, copyrights, design rights, trademarks, and any other Intellectual Property rights (whether registered or unregistered) relating to the Website and educational and training materials posted on behalf of the Company ("**Content Item**") remain vested in the Company or our licensors.

7.30. The Company grants a non-exclusive, non-transferable, non-sublicensable license for each Content Item for personal use. Content Item means each discrete creative work (for example, article, photograph, video, training materials) provided by the Company or its affiliates.

7.31. You should not make the Content Item available or otherwise use the Content Item except as expressly licensed pursuant. Any use of the Content Item on any other site, mobile site, application, or other media as expressly provided herein requires a separate written agreement between the Company and the Client, and the Company has no obligation to enter into any such agreement.

7.32. The Client shall not edit, alter, modify, combine with other content, or create any derivative works of the Content Item.

7.33. If the Company instructs the Client to delete or make inaccessible any Content Item because such Content Item may contain errors, is or could be subject to a third-party claim, or for any other good faith reason, the Client shall comply with such instruction as promptly as reasonably possible and, in any case, within 24 hours.

Third-Party Content

7.34. The Trading Platform and/or Website may include general news and information, commentary, interactive tools, quotes, research reports, and data concerning the foreign exchange markets, other financial markets, and other subjects. Some of this content may be supplied by people who are not affiliated with the Company ("**Third-Party Content**").

7.35. We do not explicitly or implicitly endorse or approve such Third-Party Content. The Third-Party Content providers do not, implicitly or explicitly, endorse or approve the Third-Party Content, nor should their content be construed as legal, tax, or investment advice.

8. EVENTS OF DEFAULT

8.1. Any of the following events constitute Events of Default, which, upon their occurrence, give the Company the right to take action in accordance with the clause:

8.1.1. an Insolvency Event occurs in relation to the Client;

8.1.2. the Client is a natural person, and the Client is deceased or deemed incapacitated;

8.1.3. the Client fails to provide any Margin or other sum due under the Client Agreement in respect of any positions, or the Margin held by the Company in respect of any open positions fall below our Margin Requirements;

8.1.4. the Client is in breach of any obligation, warranty, or representation made under this Terms and Conditions (whether by act or omission), and/or any information provided to the Company in connection with these Terms and Conditions is or has become untrue or misleading;

8.1.5. the Company suspects that the Client is operating two or more Trading Accounts under different login details or multiple account transactions involving (i) using/reporting the same IP address/email address/phone number/etc., (ii) demonstrating the same deposit and withdrawal patterns, (iii) accounts demonstrating similar or identical trading patterns, or (iv) Trading Accounts using the same device, or any other form of deceptive or fraudulent activity;

8.1.6. the Client knowingly took advantage of an incorrect price when dealing with us, and a reasonable person in the Client's position would have known the price offered was incorrect, or the Company considers that the Client has, or has attempted to, manipulate the Trading Platform or any other system of ours in any way;

8.1.7. any fees or other payments due to the Company are not paid in accordance with the Client Agreement;

8.1.8. at any time or for any period deemed unreasonable by the Company, the Client is not contactable, or the Client does not respond to any notice or correspondence from us;

8.1.9. the Company reasonably believes it is prudent for the Company to take any or all of the actions described in clause light of any relevant legal or regulatory requirement applicable either to the Client or to us;

8.1.10. the Company considers that there are abnormal trading conditions;

8.1.11. the Company considers it necessary for the protection of our rights under the Client Agreement;

8.1.12. the Company is unable to quote the price of the products due to the unavailability of the relevant market information for reasons beyond our control;

8.1.13. the Company considers that the Client may be in breach of or have failed to comply with any Applicable Law;

8.1.14. the Company is so requested by a regulatory body or authority;

8.1.15. where the Company has not received, within fourteen (14) Business Days of a written request, all information which the Company has requested in connection with the Client Agreement;

8.1.16. the Client’s activity or interaction with the Company is deemed inappropriate and/or incorrect. The Client's behavior goes beyond the scope of business communication;

8.1.17. the Client engages in trading strategies or transactions designed to take advantage of price delays, price errors, spreads, trading, commissions, third party commissions or other trading conditions and/or strategies or transactions designed to conclude trades at off-market prices or other technical errors or to take advantage of Internet latency;

8.1.18. the Company suspects that the Customer is involved in money laundering, terrorist financing or other criminal activity;

8.1.19. the Client involves the Company in any type of fraud or illegal activity or being at risk of involving the Company in any type of fraud or illegal activity, such risk to be determined by the Company;

8.1.20. the Client engages in any activity that is likely to allow irregular and/or unauthorized access to the Trading Platform or the Trader Area;

8.1.21. the Company reasonably believes that any one or more of the circumstances set out above is likely to happen or in any other circumstance where the Company reasonably believes that it is necessary or desirable to protect ourselves or all or any of our other clients.

What action may the Company take

8.2. If the Event of Default occurs, the Company may take all or any of the following actions without prior notice to the Client (either immediately or at any time at our sole discretion):

8.2.1. immediately require payment of any amount due to the Company, including Margin;

8.2.2. terminate the Client Agreement;

8.2.3. refuse orders to establish new Positions;

8.2.4. exercise our rights to set off;

8.2.5. impose new Margin Requirements on the Trading Account;

8.2.6. limit the Trading Account to close only mode on the Trading Account;

8.2.7. suspend the Trading Account and refuse to execute any trades;

8.2.8. call on any guarantee in respect of the Client's obligations;

8.2.9. require the Client immediately to close out and settle the Position in such a manner as the Company requests;

8.2.10. combine, close, or consolidate any of the Trading Accounts and offset any and/or amounts owed to, or by, the Company in such manner as the Company may, in our absolute discretion, determine; or

8.2.11. retain any amount owed by the Company to the Client against any contingent liability of the Client to the Company or so long as the contingency subsists;

8.2.12. withhold any funds suspected to have been derived from any illegal activity by the Client's unlawful conduct, misrepresentation, and/or the Client's breach of the terms of the Client Agreement;

8.2.13. take away/terminate/cancel or modify any standard and/or customized trading conditions or advantages that have been offered to the Client;

8.2.14. treat some of or all the Client's trades as void from the inception;

8.2.15. temporarily limit and/or restrict and/or ban any deposit payment methods available for the Client;

8.2.16. confiscate any profits and/or revenues earned directly or indirectly by engaging in such prohibited trading activity and/or charge the Client additional fees in these cases;

8.2.17. charge you an amount equal to the charges associated with your transactions and/or reserves the right to charge you an amount equal to five (5) percent of the total amount of your withdrawals and/or deposits to cover the Company's cost of transaction fees;

8.2.18. refund the original amount of the deposit, excluding any deposit and withdrawal charges;

8.2.19. charge the Client for the carried out operations to deposit/withdraw funds;

8.2.20. carry out forced withdrawal of the deposit amount deposited by the Client;

8.2.21. take such other action as the Company considers appropriate.

Additional suspension and closing rights

8.3. The Company may also terminate the Client Agreement, and close the Trading Account, having given fourteen (14) days' written notice in the circumstances set out below:

8.3.1. any litigation is commenced involving both the Client and the Company that places the Company in an adversarial position, and given the subject matter of or any issues in dispute in relation to that litigation, the Company decides that the Company cannot continue to deal with the Client while the litigation is pending;

8.3.2. where the Client has acted in an abusive manner toward our staff (for example, by displaying what the Company considers to be discourtesy or the use of offensive or insulting language); or

8.3.3. where the Company believes on reasonable grounds that the Client is unable to manage the risks that arise from the Client's trades.

8.4. If the Company relies on our rights under this clause, the Trading Account will be suspended during the fourteen (14) day notice period, and the Client will not be able to place trades other than to close existing open Positions. If the Client has not closed all the open Positions within the fourteen (14) days' notice period, the Company is entitled to take any action described in clause 8.2 of these Terms and Conditions.

Close or void Position

8.5. Without limiting our other right to take action under clause 8 of these Terms and Conditions, the Company may also close or void individual open positions and/or cancel any Order where:

8.5.1. the Company is in dispute with the Client in respect of an Open Position. In this case, the Company can close all or part of the open position to minimize the amount in dispute; and/or

8.5.2. there is a material breach by the Client of the Client Agreement in relation to the open position;

8.5.3. where the Company has not received, within fourteen (14) Business Days of a written request, all the information that the Company has requested in connection with the Client Agreement.

Suspension of the Trader Area

8.6. Without limiting our other rights to take action under clause 8 of these Terms and Conditions, the Company may, at our discretion, suspend the Trader Area pending investigation for any reason. When the Trading Account is suspended, the Client will be able to close the Client's open positions, but the Client will not be entitled to place new trades. Circumstances in which the Company may choose to exercise this right include but are not limited to the following:

8.7. when the Company has grounds for believing that an Event of Default has occurred or may occur but believes it is necessary to investigate circumstances to confirm this;

8.8. when the Company has grounds to believe that the Client does not have sufficient understanding of the trades the Client is placing, or the risks involved;

8.9. when the Company issues the Client with a written request for information and within fourteen (14) Business Days of the request, the Company has not received all information that the Company believes that the Company requires in connection with these Terms and Conditions; or

8.10. the Company has reason to believe that there has been a breach in the Client's Trader Area or that there has been a threat to the Trading Account.

8.11. If the Company has suspended the Trader Area pending an investigation, the Company will use reasonable endeavors to conclude our investigation within twenty (20) Business Days. When the Company concludes our investigation, the Company will inform the Client whether trading on the Trading Account may resume or whether the Company intends to take further action under this Agreement.

9. UNDESIRABLE AND UNACCEPTABLE PRACTICES

Prohibited trading approaches

9.1. The Client is prohibited from unlawfully accessing or attempting to gain access, reverse engineer, or otherwise circumvent any security measures that the Company has applied or will apply to its system. In the event that the Company notices any breach of this clause, then it is at the Company's sole discretion if it wishes to either terminate the Client's access immediately to any and all services it offers and/or block the Trading Account simultaneously informing any interested parties.

9.2. In the event that the Company determines that artificial intelligence software has been used, the Company reserves the right to take action as it sees fit.

9.3. Trading strategies aimed to exploit errors, price latency arbitrage opportunities on the Trading Platform, or entering into transactions or combinations of transactions which, when considered together or separately, are for the purpose of manipulating the Trading Platform for gains is strictly prohibited.

Unlawful trading techniques

9.4. The Company offers the possibility of using trading strategies such as automated trading with the help of expert advisors, scalping, hedging, etc. Be informed that the company does not allow strategies that aim at exploiting errors in the process and/or conclusion of trades at off-market prices and/or take advantage of internet delays or

price manipulation. In case the use of such a strategy has been detected, the Company reserves the right to cancel such orders.

9.5. Internet connectivity delays and price feed errors can create an environment where the price(s) displayed on the Trading Platform do not accurately reflect the market rates.

9.6. The Company, therefore, reserves the right at its sole discretion to prohibit the abusive exploitation of its Trading Platforms, and any transaction or contract that relies on price latency/manipulation arbitrage opportunities will, in such cases, be revoked without prior notice being required.

9.7. If the Company believes that the Client has (or attempted to) manipulated our prices, our execution processes, or Trading Platform, or “gamed” or “attempted to “game” Trading Platform or attempted some form of market abuse or market misconduct, the Company may in our sole and absolute discretion, without notice to the Client to do any one or more of the following (to the extent permitted by law):

9.7.1. enforce the trade(s) against the Client;

9.7.2. treat some of or all the Client trades as void from the inception;

9.7.3. withhold any funds suspected to have been derived from any such activities;

9.7.4. make any resultant corrections or adjustments to the Trading Account;

9.7.5. suspend and/or close the Trading Account;

9.7.6. terminate the Client Agreement; and/or

9.7.7. take such other action as the Company considers appropriate.

Fraud traffic

9.8. When used in these Terms and Conditions unless the context otherwise requires, it shall mean deposits or traffic generated towards our online trading platform through illegal means or bad faith to defraud the Company and/or its systems, regardless of whether or not it actually causes the Company any harm.

9.9. Fraud traffic shall include but shall not be limited to spam, false advertising, and deposits generated by stolen credit/debit cards, collusion between clients, coordinating with other clients with the purpose of affecting the market, manipulation of the service, systems including without limitation scalping (hereinafter collectively referred to as “Arbitrage”), and any other unauthorized use of a third-party account, copyrights, or trademarks. Fraud traffic should also include any activity in the Trading Account that appears to be related to and/or with another client of the Company and which is deemed to be suspicious of the Company’s sole and reasonable discretion.

9.10. The Company reserves the right to suspend, close, or unwind any transaction that has resulted from any miss-configuration or technical error or if the Company suspects any fraud, manipulation, arbitrage, or other forms of deceitful or fraudulent activity in a Trading Account or multiple accounts with or otherwise related or connected to any and/or all transactions. Under such circumstances, the Company shall be entitled to withdraw any profits and charge any costs which it deems, in its sole discretion, to have been inappropriately gained and shall not be liable for the cancellation of any transaction or profits or in the event of any damage or losses which may result from suspension, closure or unwinding.

Compliance with the Law

9.11. Despite any provisions of the Client Agreement, in providing the services under the Client Agreement, the Company will be entitled to take any action as the Company considers necessary in our absolute discretion to ensure services provided under the Client Agreement comply with all Applicable Laws.

9.12. The Client agrees strictly to comply with all Applicable Laws. If the Company considers the Client has not complied, the Company may terminate the Client Agreement immediately without notice, regardless of whether there has been an Event of Default.

10. LIMITATION OF LIABILITY AND INDEMNITY

Limitation of Liability

10.1. Without prejudice to any other terms and conditions of these Terms and Conditions relating to the limitation of liability and provision of indemnities, and subject to any laws restricting the Company from limiting our liability, and to the maximum extent permitted by those laws, we are not liable for:

10.1.1. **System errors:** We have no liability to you for any Loss, damage, or cost that you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions, or other deficiencies on the part of internet service providers or other system errors. You acknowledge that access to the Trading Platform or the Trader Area may be limited or unavailable due to such system errors and that we reserve the right upon notice to suspend access to the Trading Platform or Trader Area for this reason.

10.1.2. **Delays:** Neither we nor any third-party software provider accepts any liability for any delays, inaccuracies, errors, or omissions in any data provided to you in connection with the Trading Platform, Trader Area, or our services.

10.1.3. **Viruses from/associated with the Trading Platform**: We have no liability to you (whether in contract, tort, or otherwise, including negligence) in the event that any viruses, worms, software bombs, or similar items are introduced via the Trading Platform, Trader Area, the Website, or any software provided by us, so long as we have taken reasonable steps to prevent any such introduction.

10.1.4. **Unauthorized use**: We are not liable for any Loss, liability, or cost whatsoever arising from any unauthorized use of the Trading Platform, Trader Area, or our services. You continuously indemnify the Company against all Loss, liabilities, judgments, suits, actions, proceedings, claims, damages, and costs resulting from or arising out of any act or omission by any person using the Trading Platform, Trader Area by using your designated passwords, whether or not you authorized such use.

10.1.5. **Material Error**: We are not liable for any Material Error that may occur.

10.1.6. **Trading**: We are not liable for any misinterpretation of your Orders or instructions that are unclear, ambiguous, or not specific; any delays in processing any Order, including, for example (but not limited to), as a result of systems or market delays, or due to verification or filtering procedures or unauthorized processes, email delays or due to telephone calls waiting for time, or adherence to internal policies and procedures; or any inability by you to open or close out a Contract;

10.1.7. **Action under the Client Agreement:** We are not liable for any action we may take under these Terms and Conditions, so long as we act within the terms of its provisions and, in particular, any litigation is commenced involving both you and the Company that places the Company in an adversarial position, and in view of the subject matter of or any issues in dispute to that litigation we decide that we cannot continue to deal with you while the litigation is pending;

10.1.8. **Accuracy of Information**. While we have taken reasonable measures to ensure the accuracy of the information on our Website, Trading Platform, or in our software, we do not, however, guarantee its accuracy and will not accept liability for any loss or damage that may arise directly or indirectly from the content.

10.1.9. We are not liable for anything which is beyond our control and the effect of which is beyond our control to avoid;

10.1.10. We are not liable for any government restrictions, exchange or market rulings, suspension of trading, device or telephone failure, unlawful access to the Trading Platform, theft, sabotage, war, earthquakes, strike, Force Majeure Event, and without limitation, any other conditions beyond our control; and

10.1.11. Unless we are prohibited from excluding such liability by law (for example, for Losses relating to death or personal injury or caused by our fraud), we will not be liable for any direct, indirect, special, incidental, punitive, or consequential damages (including, without limitation, loss of business, loss of profits, failure to avoid a loss, loss of data, loss or corruption of data, loss of goodwill or reputation) caused by any act or omission of ours under these Terms and Conditions.

Indemnities

10.2. Subject to the Applicable Laws, you agree to continuously indemnify the Company and keep the Company indemnified on demand, in respect of all Losses (including consequential losses), taxes, expenses, damages, charges, receipts, demands, and expenses of any nature and on any Trading Account and liabilities present, future, contingent or otherwise and including legal fees and administrative costs on a full indemnity basis which may be suffered or incurred or brought against the Company or in connection with or caused by:

10.2.1. your breach of these Terms and Conditions;

10.2.2. the Company taking any action under the Client Agreement;

10.2.3. any representation or warranty given by you is incorrect, misleading, or untrue;

10.2.4. unless and to the extent only such is suffered or incurred as a result of our gross negligence or willful default.

Survival of Indemnity and Limitations

10.3. The indemnity and limitations survive the termination of these Terms and Conditions and/or any transaction under these Terms and Conditions.

11. WARRANTIES AND REPRESENTATIONS

Client's Warranties

11.1. You undertake, warrant, and represent to the Company with the intention that the following undertakings, warranties, and representations are repeated each time you provide instructions to us:

11.1.1. legal disability: you are not under any legal disability and are not subject to any law which prevents you from entering these Terms and Conditions or any Products;

11.1.2. corporate authorization: if you are a company, you are empowered by and have obtained all necessary corporate or other authorities under your constitution and at law;

11.1.3. consents: you have obtained all necessary consents and have the authority to enter into these Terms and Conditions and any Products;

11.1.4. compliance with laws and valid obligations: you are complying with all laws to which you are subject, and the obligations expressed to be assumed by you under these Terms and Conditions and any Product is your legal, valid, binding, and enforceable obligations;

11.1.5. able to pay debts: you can pay your debts as and when they fall due and are not otherwise insolvent or presumed to be insolvent under any law;

11.1.6. no liquidator etc.: no liquidator, provisional liquidator, receiver, receiver and manager, trustee, controller, official manager, administrator, or similar officer has been appointed to your affairs, and no application has been made for the appointment of any of these persons;

11.1.7. information accurate: at all times, the information provided by you to us, whether in the Application Form or otherwise, will be complete, accurate, and not misleading; and

11.1.8. transactions: you will not conduct any transactions, including trades, which contravene any laws or regulations, including insider trading, market manipulation, or market abuse;

11.1.9. funds: the Client funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;

11.1.10. that the Client is not a resident of the United States of America, and the European Economic Area or any other jurisdictions specified in clause 1.14.

12. CLIENT DATA

Personal Information

12.1. In the course of opening your Trading Account and providing services to you under these Terms and Conditions, it will be necessary for the Company to obtain and hold personal information that we will obtain from you by data protection and anti-money laundering legislation. You agree that we can rely on, hold, and process personal information to perform our services and obligations under these Terms and Conditions and to improve those services.

12.2. If you do not provide the information requested by the Company or agree to our information handling practices detailed in these Terms and Conditions, we may not be able to provide our services to you.

12.3. You can find out more about how we process your personal data in our Privacy Policy.

Client Content

12.4. The Company reserves the right to remove, block, or correct content uploaded by you that violates these Terms upon its sole discretion and, without prior notice, restricts your access to the Trading Platform.

12.5. You represent and warrant to the Company that the Client Content provided by you: (i) belongs to you, or you otherwise have the right to grant the license set forth herein; (ii) does not infringe the rights of any third party, including any intellectual property rights, rights of confidentiality or rights of privacy; (iii) does not imply any affiliation, endorsement, approval or cooperation on the part of the Company or any artist, group, label, entity or person without the express written consent of such person or entity; and (iv) comply with all applicable laws and these Terms. You agree to pay all royalties, fees, and any other monies due to any person or entity to any Client Content provided by you at or through the Trading Platform.

12.6. You agree not to transmit via the Trading Platform and Website any Client Content that, in the reasonable opinion of the Company:

12.6.1. is objectively offensive and promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual;

12.6.2. investigates or promotes the persecution of another person;

12.6.3. exploits people in a sexual or violent manner;

12.6.4. contains nude, overly violent, or offensive, or contains a link to an adult website;

12.6.5. constitutes information that creates or poses a threat to the privacy or security of any person;

12.6.6. promotes information that you know is false or misleading or promotes illegal activity or conduct that is offensive, threatening, obscene, defamatory, or libelous;

12.6.7. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated device programs or links to them, providing information to circumvent the manufacturer's anti-copy protection devices, or providing pirated music or links to pirated music files;

12.6.8. promotes any criminal activity or enterprise, or provides for instructional information about illegal activities, including, but not limited to, the manufacture or purchase of illegal weapons, the violation of someone's privacy, or the provision or creation of device viruses;

12.6.9. asks for passwords or personally identifiable information for commercial or illegal purposes from other users;

12.6.10. includes any form of user tracking, commercial activity, and/or sales without the prior written consent of the Company, such as contests, sweepstakes, barter, advertising, or pyramid schemes;

12.6.11. violates the rights of privacy, publicity, copyright, trademark rights, contractual rights, or any other rights of any person.

12.7. You grant the Company a non-exclusive and free license to process Client Content solely for the operation and maintenance of the service and Trading Platform following the Terms and Conditions and for the organization of the services provision process.

12.8. By registering the Trading Account, you consent to the Company using your name, image, and other pertinent information about you for marketing purposes. The fact that you use the Trading Platform is not confidential information, and you consent to the free disclosure of this information to other clients in advertising materials promoting the Company and on the Website. We guarantee that your personal information will be used following our Privacy Policy, which is designed to ensure the security of your personal information.

12.9. If you stop interacting with the Company, you acknowledge that the Company has the right to continue to use the Client Content and may continue to display the username along with the Client Content in accordance with the rights granted above.

12.10. If you request the deletion of personal information, (i) the Client Content will be anonymized by replacing the username with generic data, and (ii) the Company has the right to continue to use this anonymous content and data in accordance with the rights granted above.

13. NOTICES

Any notice or other communication given or made under or in connection with the matters contemplated by the Client Agreement will, except where oral communication is expressly provided for, be in writing and will be sent to the address below:

FBS MARKETS Inc

Address: 9725, Fabers Road Extension, Unit 1, Belize City, Belize.

Email Address: support@fbs.com;

You: The address and electronic mail address provided by you for this purpose in the Application Form.

When notices are received

13.1. Any such notice will be deemed to have been received:

13.1.1. if delivered personally or by hand at the time of delivery;

13.1.2. if posted within three (3) Business Days of posting;

13.1.3. if oral, whether by telephone or face to face, when given;

13.1.4. if by leaving a message on a telephone answering machine or voicemail, when the message was left;

13.1.5. if sent by facsimile on completion of its transmission; and

13.1.6. if posted on or provided through the Website or Trading Platform or if sent by electronic mail, on posting, providing, or sending.

14. AMENDMENT AND TERMINATION

Current version of the Client Agreement

14.1. You agree that the version of the Client Agreement published on our Website or otherwise notified to you at the time of entering into a Contract governs that Contract.

Amending these Terms and Conditions

14.2. The Company has the right to amend these Terms and Conditions and the Client Agreement. All changes shall be effective in accordance with the day of their publication on the Website and shall apply to all open Positions and unfilled Orders, after the effective date of the changes. Unless it is impractical under the circumstances, we shall give the Client ten (10) business days' notice. By continuing to use the services after the changes have been published, the Client shall be deemed to accept and agree to the amendment. If the Client objects to the amendment, the Client must notify the Company within ten (10) business days from the relevant date

of the publication on the Website. If the client does not accept the amendment, the Trading Account shall be suspended, and the Client shall be required to close the Trading Account as soon as reasonably practicable.

14.3. You understand that these Terms and Conditions cannot be modified by you via any verbal statements or written amendments without written acceptance or confirmation by us.

Termination

14.4. We may terminate these Terms and Conditions, the Client Agreement, and close your Trading Account and any Position at any time by giving you five (5) days' written notice. This right is in addition to any other right to terminate these Terms and Conditions or close your Trading Account that we may have under these Terms and Conditions.

14.5. The Company may terminate these Terms and Conditions with immediate effect by notice in writing to the other party on the occurrence of any or all of the following events:

14.5.1. You are persistently in default in the performance or observance of any obligation on its part arising under these Terms and Conditions.

14.5.2. You do or say anything which may objectively be considered to be harmful to our reputation or interests or which may objectively be considered likely to lead any person to reduce their level of business with us.

14.5.3. You are charged with any criminal offense which, in our reasonable opinion, will bring us, any of our clients, or our Associates into disrepute.

14.5.4. You are charged or investigated by a government agency or body in respect of any dealing in securities or derivatives.

14.5.5. You consistently breach the Margin Requirement for an extended period (in our reasonable opinion).

14.5.6. You are in breach of the terms of the Client Agreement.

14.5.7. Any of the representations or warranties given by you in these Terms and Conditions are, or become, untrue.

14.6. Nothing in this clause affects our other rights in these Terms and Conditions. Further, each indemnity provided by you in these Terms and Conditions survives termination.

14.7. On termination of the Client Agreement, without restricting any of our other rights in these Terms and Conditions, we may do one or more of the following:

14.7.1. suspend or close your Trading Account;

14.7.2. restrict or block the Client's access to the Trading Platform;

14.7.3. make any appropriate corrections or adjustments to the Trading Account;

14.7.4. settle any Contract which has not at the time of termination settled;

14.7.5. enter into one or more Contracts to effect the close out of one or more unsettled or open Contracts (and determine the value at which the Contract or Contracts will be closed out);

14.7.6. cancel any Orders;

14.7.7. do or refrain from doing anything which we consider appropriate in the circumstances; and

14.7.8. suspend all transactions of deposits or withdrawals;

14.7.9. temporarily limit and/or restrict and/or ban any deposit payment methods available for the Client;

14.7.10. withhold any funds believed to have been derived from or related to any breach of the Client Agreement or any such activities;

14.7.11. exercise any of our other rights in these Terms and Conditions.

14.8. If you or we provide notice to close your Trading Account or terminate these Terms and Conditions, we reserve the right to refuse to allow you to enter into any further trades or Orders which may lead to you holding further open Positions upon receipt or sending of the written notification.

14.9. Once notice of termination of the Client Agreement is sent or upon termination, the following shall apply: The Client will have an obligation to close all Client's Open Positions. If the Client fails to do so, upon termination, the Company will close any Open Positions.

14.10. In case the Company becomes aware of the Client's death or incapability, the Company has the right to terminate the Client Agreement and to block the Trading Account. The right to withdraw the remaining balance from the Trading Account is granted only to the Client's heirs in accordance with applicable law and with documents issued by the competent authorities. The Client's heirs cannot access and use the Trading Account.

14.11. The Company has the right to amend the Terms and Conditions and all the Legal Documents. All changes shall be effective in accordance with the day of their publication on the Website and shall apply to all open Transactions and unfilled Orders, after the effective date of the changes. Unless it is impractical under the circumstances, we shall give the Client ten (10) business days' notice. By continuing to use the services following such notification, the client shall be deemed to accept and agree to the amendment. If the Client objects to the amendment, the Client must notify the Company within ten (10) business days from the relevant date of the amendment notification. If the client does not accept the amendment, the Trading Account shall be suspended, and the client shall be required to close the Trading Account as soon as reasonably practicable.

14.12. The Client may terminate the Client Agreement with the Company by providing the Company with a 10 (ten) days' notice via an email to support@fbs.com. Upon termination of the Client Agreement, any open positions shall be closed, and any pending orders shall be canceled. Any losses and/or expenses related to this termination shall be borne by the Client. Finally, the remaining balance shall be credited to the Client's bank Trading Account, where the funds originally came from.

14.13. Any such termination shall not affect any obligation already incurred by either the Company or the Client in respect to these Terms and Conditions; any Open position or any Transaction and deposit/ withdrawal operations.

14.14. The Client shall be liable to pay any amount that is due to the Company, any expenses that shall be incurred by the Company as a result of the termination of these Terms and Conditions, and any damage that has consequently arisen.

14.15. The Company shall immediately transfer to the Client any amount available in the Trading Account less any outstanding amount that is due to the Company by the Client.

15. FORCE MAJEURE

Force Majeure Event

15.1. For these Terms and Conditions, a Force Majeure Event means any occurrence or non-occurrence as a direct or indirect result of which a party is prevented from or delayed in performing any of its obligations (other than a payment obligation) under these Terms and Conditions and that is beyond the reasonable control of that party, including forces of nature, industrial action and action or inaction by a government agency or body.

15.2. A Force Majeure Event includes, but is not limited to:

15.2.1. where we are, in our opinion, unable to maintain an orderly market in our Products in respect of any one or more of the Underlying Instruments as a result of the occurrence of

15.2.2. any act, omission, or event (including but not limited to any circumstance beyond our control, such as strike, riot, civil unrest, or failure of power supply, communications, or other infrastructure);

15.2.3. the suspension, closure, liquidation, or abandonment of any relevant market or Underlying Instruments;

15.2.4. the imposition of conditions, limits, or special or unusual terms in the relevant markets or Underlying Instruments;

15.2.5. the imposition of conditions, limits, or special or unusual terms on the Company by our hedging counterparties;

15.2.6. the excessive movement, volatility, or loss of liquidity in the relevant markets or Underlying Instruments.

Notice and Suspension of Obligations

15.3. If a party to these Terms and Conditions is affected, or likely to be affected, by a Force Majeure Event, that party must immediately give the other party prompt notice of that fact including:

15.3.1. full particulars of the Force Majeure Event;

15.3.2. an estimate of its likely duration;

15.3.3. the obligations affected by it and the extent of its effect on those obligations; and

15.3.4. the steps are taken to rectify it.

15.4. The obligations under these Terms and Conditions of the party giving the notice are suspended to the extent to which they are affected by the relevant Force Majeure Event as long as the Force Majeure Event continues.

Actions we may take

15.5. If we determine that a Force Majeure Event exists, then we may (without prejudice to any other rights under these Terms and Conditions and at our sole discretion) take any one or more of the following steps:

15.5.1. alter normal trading times;

15.5.2. alter the Margin Percentage, Margin Call Level, and/or Stop Out Level;

15.5.3. amend or vary these Terms and Conditions and any transaction contemplated by these Terms and Conditions, including any Contract, as far as it is impractical or impossible for the Company to comply with our obligations to you;

15.5.4. any or all open Positions, cancel instructions and orders as we deem to be appropriate in the circumstances; or

15.5.5. take or omit to take all such other actions as we deem to be appropriate in the circumstances having regard to the Positions of us, you, and other Client.

15.6. In some circumstances, we may be unable, after using all reasonable efforts, to acquire, substitute, maintain, unwind, or dispose of any Underlying Instrument we consider necessary to hedge or protect our exposure to the market and other risks arising from an open Position. In such circumstances, we may close that Open Position at the Contract Price.

15.7. To the extent practicable, we will take reasonable steps to notify you of any action that we propose to take under clause 15.5 before we take such action. If it is not practicable to give you prior notice, we will notify you at the time promptly after taking any such action.

16. DISPUTE RESOLUTION

Informing the Company about disputes

16.1. You should immediately notify the Company in writing at support@fbs.com of any dispute or disagreement in relation to these Terms and Conditions. We will investigate and endeavor to resolve any dispute or difference in accordance with our internal complaints handling system.

16.2. Server log-file is the main source of information while considering dispute situations. Information on the server log-file has absolute priority over other arguments while considering a dispute situation, including information at the client terminal log-file.

17. MISCELLANEOUS

Governing Law and Jurisdiction

17.1. The Client Agreement and each Contract between the Company and you will be governed by and construed in accordance with the law of Belize.

17.2. You and we submit, for the benefit of the Company only, to the exclusive jurisdiction of the law of Belize. For the avoidance of doubt, this clause 17.2 will not prevent the Company from commencing proceedings in any other relevant jurisdiction.

Assignment and Delegation

17.3. The following provisions apply to assignment and delegation:

17.3.1. You may not assign or deal with any of your rights or delegate any of your obligations under these Terms and Conditions to any person without our prior written consent.

17.3.2. You may not charge or create any security interest over any or all of their rights under these Terms and Conditions, including any rights to deposits held by us.

17.3.3. We may assign or deal with our rights or delegate any of our obligations under these Terms and Conditions to any person on giving not less than seven (7) Business Days' notice to you, subject to obtaining regulatory approval where, and to the extent that such approval is required by law.

17.3.4. If you are in default of any of your obligations under these Terms and Conditions, we will be entitled (without prejudice to any other rights it may have) at any time thereafter to assign to any person with immediate effect all or any of our rights in respect of money owing to the Company under these Terms and Conditions, as well as any security or other remedies available to the Company in respect of such money. If any such assignment is made, you will, if so, be required by the Company and the assignee to acknowledge in writing that assignment or deal with the relevant monies owed by you.

Cumulative rights and remedies

17.4. The rights, powers, authorities, discretion, and remedies of a party under these Terms and Conditions are cumulative and not exclusive of any rights or remedies provided by law.

Rights of third parties

17.5. Nothing in these Terms and Conditions is intended to confer on any person other than the Company or you any right to enforce any term of these Terms and Conditions.

Illegality

17.6. If at any time any provision of these Terms and Conditions is or becomes illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity, or enforceability of the remaining provisions of these Terms and Conditions under the law of that jurisdiction nor the legality, validity, or enforceability of such provisions under the law of any other jurisdiction will be in any way affected.

Delay, Omission, and Waiver

17.7. The following provisions apply to any delay, omission, or waiver:

17.8. No delay or omission on our part in exercising any right, power, or remedy provided by law or under these Terms and Conditions, or partial or defective exercise thereof, will:

17.8.1. impair or prevent further or other exercises of such right, power, or remedy; or

17.8.2. operate as a waiver of such right, power, or remedy.

17.9. No waiver of any breach of any term of these Terms and Conditions will (unless expressly agreed in writing by the waiving party) be construed as a waiver of a future breach of the same term or as authorizing a continuation of the particular breach.

Language

17.10. If these Terms and Conditions or the other documents are provided to you in any language other than English, then please note that it is for information only and that the governing language of these Terms and Conditions and any dispute arising hereunder is English. Where a foreign language version contradicts the English version of these Terms and Conditions, the English version will prevail.

17.11. The Client must provide the relevant documentation or information to substantiate the chargeback cycle or compliance case in the English language or with an accompanying translation in English. The Client accepts and understands that the official language of the Company is English

18. INTERPRETATION AND DEFINITION

Interpretation

The defined terms used in the Terms and Conditions are capitalized and set out in these Terms and Conditions.

If there is any conflict between the terms of these Terms and Conditions and any Applicable Law, the Applicable Law (to the extent it cannot be excluded or modified by these Terms and Conditions) will prevail.

In these Terms and Conditions, any reference to a person includes bodies corporate, unincorporated associations, partnerships, and individuals.

Headings and examples in these Terms and Conditions are for reference only and do not affect the construction of the Client Agreement.

In these Terms and Conditions, any reference to any enactment includes references to any statutory modification or re-enactment of such enactment or any regulation or order made under such enactment (or under such a modification or re-enactment).

If there is any inconsistency between the Confirmation that we provide after a Contract is executed and these Terms and Conditions, the Confirmation will prevail.

Definitions

In these Terms and Conditions, the following terms and expressions have, unless the context otherwise requires, the following meanings:

AFFILIATE	of a person means any other person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Company. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract.
AGGREGATE MARGIN CLOSE-OUT PROTECTION	means the closure of one or more of a client's open CFDs on terms most favorable to the client when the sum of funds in the CFD Trading Account and the unrealized net profits of all open CFDs connected to that Trading Account falls to less than half of the total initial margin protection for all those open CFDs;

AML/CTF LAWS means MONEY LAUNDERING AND TERRORISM (PREVENTION) ACT (Act No. 18 of 2008; S.I. 5 of 2009; Act No. 4 of 2013; Act No. 7 of 2014; Act No. 7 of 2016) and all regulations, rules, and instruments made under these Acts.

APPLICABLE LAWS means all:

(a) applicable provisions of laws and regulations, including all relevant rules of government agencies, exchanges, trade, and clearing associations, and self-regulatory organizations, that apply to the parties, the Client Agreement, and the transactions contemplated by the Client Agreement;

ARBITRAGE means the trading strategy where “Arbitrage orders” are used

ARBITRAGE ORDER an asset is bought at one market, and at the same time, its analog is sold at the other. Thus, the difference in the value of the assets is fixed in different stocks. As a result of this strategy, regardless of the future progress portfolio, the value stays approximately fixed (as a result of compensation by reciprocal trade orders).

An order is also considered arbitrage when it consists of only buying (selling) a financial asset on one market without selling (buying) the analog at another market, provided there is a significant price gap between quotes of these two connected markets at the moment of opening or closing an order.

ASK means the higher quote in the quotes. The quote at which the Client can buy.

ASSOCIATE means:

(a) a person who is an officer, employee, agent, representative, or associate of a party;

(b) a related body corporate of a party; and

a person who is an officer, employee, agent, representative or associate of a related body corporate of a party.

BALANCE A total financial result of all complete transactions and non-trading operations on the Trading Account.

BID means the lower quote in the quotes. The quote at which the Client can sell.

BUSINESS DAY means any day other than a Saturday, Sunday, or public holiday on which banks are open for business in Belize.

CLIENT AGREEMENT means these Terms and Conditions, the Application Form, the Trading Conditions the Anti-Money Laundering Prevention Policy; the Data Protection and Privacy Policy, and any information on our Website or Trading Platform, as amended, varied, or replaced from time to time, which together govern our relationship with you.

CFD means a contract for difference that we offer to our clients from time to time under the terms of these Terms and Conditions;

COMMODITY means oil, gas, or such other commodities as published through a Trading Platform.

CONFIRMATION means a form of notification, which may be provided by the Company electronically, including via the Trading Platform or the Internet, confirming entry into a Contract;

CONTENT ITEM means each discrete creative work (for example, article, photograph, or video training materials) provided by the Company.

CONTRACT means any contract, whether oral or written, including any derivative, option, future, contract for difference, or other transaction relating to such financial products entered into by the Company with you. A Contract is also referred to as a Position.

CONTRACT UNIT means the relevant unit for the type of Contract you wish to trade with the Company in accordance with the terms of the Terms and Conditions.

CURRENCY PAIR means a trading operation volume, the basis of which is a change of one currency value towards another currency.

EXCHANGE RATE means the exchange rate we may offer to you from time to time having regard to the applicable prevailing Interbank Rates and our markup, and which is available to you from the Company via the Trading Platform or on request.

EXPERT ADVISOR means the Trading Account control strategy in the form of software in the specialized language MetaQuotes Language 4, which sends requests and orders to the server using the client terminal.

INDEX means the market index on which a CFD is based.

INITIAL MARGIN Initial Margin requirement = (Quantity of Contract Units x Contract Price) x Margin Percentage. It is stated in the Contract specification for each Underlying Instrument.

INTELLECTUAL PROPERTY means all intellectual property and other similar proprietary rights in any jurisdiction, whether owned or held for use under license, whether registered or unregistered, including such rights in and to: (i) trademarks, trade dress, service marks, certification marks, logos, and trade names, and the goodwill associated with the foregoing (collectively, “Trademarks”); (ii) patents and patent applications, and any and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations, and extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration, design registrations or patents and like rights (collectively, “Patents”); inventions, invention disclosures, discoveries and improvements, whether or not patentable; (iii) writings and other works of authorship (“Copyrights”); (iv) trade secrets (including, those trade secrets defined in the Uniform Trade Secrets Act and under corresponding foreign statutory Law and common law), Information, business, technical and know-how information, business processes, non-public information, proprietary information and confidential information and rights to limit the use or disclosure thereof by any Person (collectively, “Trade Secrets”); (v) software, including data files, source code, object code, application programming interfaces, databases and other software-related specifications and documentation (collectively, “Software”); (vi) domain names and uniform resource locators; (vii) moral rights; (viii) privacy and publicity rights; (ix) any and all technical information, Software, specifications, drawings, records, documentation, works of authorship or other creative works, ideas, knowledge, invention disclosures or other data, not including works subject to Copyright, Patent or Trademark protection (“Technology”); (x) advertising and promotional materials, whether or not copyrightable; and (xi) claims, causes of action and defenses relating to the enforcement of any of the foregoing; in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing with or by any Governmental Authority in any jurisdiction.

INSOLVENCY EVENT means any of the following:

(a) an order is made that a corporate client be wound up;

(b) an application is made to a court for an order:

  a. that a corporate client be wound up;

  b. appointing a liquidator or provisional liquidator for a corporate client;

(c) a liquidator, provisional liquidator, or controller is appointed to a corporate client;

(d) a resolution is passed to appoint an administrator to a corporate client;

(e) you enter into a deed of company arrangement or propose a reorganization, moratorium, or other administration involving all or any of your creditors;

(f) a corporate client is dissolved or wound up in any other way;

(g) you are or state that you are unable to pay your debts as and when they fall due;

(h) you are or state that you are insolvent;

(i) you seek or obtain protection from any of your creditors under any legislation;

(j) you become insolvent or commit an act of bankruptcy or your estate comes within the law dealing with bankrupts;

(k) a bankruptcy petition is presented in respect of you or, if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver, or similar officer is appointed;

(l) if execution is levied against your business or your property and is not removed, released, lifted, discharged, or discontinued within 28 days;

(m) you seek a moratorium or propose any arrangement or compromise with your creditors;

(n) any other event having substantially the same legal effect as the events specified in paragraphs (a) to (n) above;

(o) any security created by any mortgagee or charge becomes enforceable against you and the mortgagee or charge takes steps to enforce the security or charge;

(p) any indebtedness of you or any of your Related Corporations becomes immediately due and payable, or capable of being declared so due and payable, before its stated maturity because of your default or the default of any of your subsidiaries, or you or any of your subsidiaries fail to discharge any indebtedness on its due date;

(q) you fail to comply with ay obligations under these Terms and Conditions or any Contract;

(r) any of the representations or warranties given by you are, or become, untrue;

we consider it necessary for our protection or the protection of our Associates;

INTERBANK RATE means the wholesale rate quoted between banks and other liquidity providers;

KYC DOCUMENTS means a set of documents which are required to establish the identity of the Client. More information in the Anti-Money Laundering Policy.

LOG-FILE means the file that is created in the Trading Platforms to record all the Client's requests and instructions with accuracy. Log-file is the main source of information when considering dispute situations. Information on the server log file has absolute priority over other arguments while considering a dispute situation, including information at the client terminal log file.

LOSS means damage, loss, cost, expense, or liability incurred by the person concerned, however, it arises and whether it is present or future, fixed or unascertained, actual, or contingent.

MARGIN means the amount that you must pay to the Company and have in your Trading Account to enter into or maintain a Contract with the Company in accordance with these Terms and Conditions;

MARGIN CALL means a call on you normally made via the Trading Platform, requesting you to top up the amount of money you have in your Trading Account as Margin;

MARGIN CALL LEVEL means a particular Margin Level at or below which the Trading Platform will automatically trigger a Margin Call;

MARGIN LEVEL means the percentage of Net Equity to Total Margin Requirements;

MARGIN FX CONTRACT means a contract between you and the Company for the taking of a spot Position in a foreign currency;

MARGIN PERCENTAGE	means such percentage as specified by us, and as amended by the Company in accordance with clause 9.3 of these Terms and Conditions from time to time.
MARGIN REQUIREMENT	means the amount of money that you are required to pay to the Company and deposit with the Company for entering into a trade and/ or maintaining an open Position.
MONEY OR VALUE TRANSFER SERVICES (MVTS) CUSTOMER	means persons that provide money or value transfer services
MONEY SERVICE BUSINESS (MSB) CUSTOMERS	means persons offering check cashing; foreign currency exchange services; or selling money orders, travelers' checks or pre-paid access (formerly stored value) products
NET EQUITY	means the aggregate of the current cash balance in your Trading Account, adding all your realized and unrealized profits and losses, and deducting applicable charges and fees payable to us.
ORDERS	means an offer made by you under the Client Agreement.
TRADER AREA	means the section on the Website or software provided by the Company where the Client can manage the Trading Account and interact with the Company. The Trader Area is created when the Client registers. Each Client can have only one Trader Area with completed identity verification. This applies in all the following cases: • if the Client registered on the Website; • if the Client registered in the mobile application; • if the Client is a private person with a registered profile; • if the Client is a director of a legal entity with a registered profile.

POLITICALLY EXPOSED PERSON (PEPS)	means (a) a foreign politically exposed person; (b) a domestic politically exposed person; or (c) a person who is, or has been, entrusted with a prominent function by an international organization. A foreign politically exposed person means a person who is, or has been, entrusted with a prominent public function by a country other than Belize. A domestic politically exposed person means a person who is, or has been, entrusted with a prominent public function by Belize. The following have or exercise prominent public functions in relation to a country (a) heads of state, heads of government, and senior politicians; (b) senior government or judicial officials; (c) high-ranking officers in the armed forces; (d) members of courts of auditors or of the boards of central banks; (e) ambassadors and chargés d'affaires; (f) senior executives of state-owned corporations; and (g) important political party officials.
POSITION	means the long or Short Position you have taken with us. The Position has the same meaning as the Contract in the Client Agreement.
PRICE GAP	means any of the two situations: - Bid of the current quote is bigger than the Ask of the previous quote; - Ask of the current quote is smaller than the Bid of the previous quote.
PRODUCTS	means any of the Margin FX Contracts and CFDs offered by the Company.
QUOTE CURRENCY	the second currency is identifying a currency pair, with which the Client can buy or sell the base currency.
SHORT POSITION	means selling of a currency pair or the contract for difference with expectations of a rate decrease. Applicable to currency pairs: selling of the base currency for the quote currency.
SPREAD	means the difference in the bid and offer prices of a Contract quoted from time to time by the Company and, where appropriate, expressed as a percentage of the relevant price.
STOP OUT LEVEL	means the level of Margin Level that will allow the Company the ability to close all or some of your open Contracts.

TERRITORY	means the territories specified in Schedule 1 of the AML Policy.
THIN MARKET	means the market condition when during an extended period of time quotes enter the trading platform more rarely than in regular market conditions.
TRADING ACCOUNT	means Trading Account you have with us. Trading Account types are listed on the Website.
TOTAL MARGIN REQUIREMENT	means the sum of your Margin Requirements for all of your open Positions.
TRADING CONDITIONS	means the principal trading terms in CFDs (for example these may include list of Instruments, Margin, Spread, Swaps, Lot Size, Initial Margin, Leverage, Schedule of trading sessions, Order execution (including time), the minimum level for placing Stop Loss, Take Profit and Limit Orders, Fix Rate, financing charges, minimum deposit requirements for different types of Client Accounts etc.) for each type of CFD and/or type of Client Trading Account as determined by the Company from time to time in its discretion.
TRADING DAY	means Monday to Friday (Trading Platform Time) including public holidays during which Trading Platform is open for trading. A Trading Day starts at 00:00 and ends at 24:00 on the Trading Platform Time.
TRADING PLATFORM	means the trading platform we make available to you by which you may trade with the Company online in our Products. This includes any electronic service provided by us, for example, an internet trading service offering clients access to information and trading facilities, via an internet service, a WAP service, and/or an electronic order routing system and relevant software provided by the Company to enable you to use an electronic trading service such as FBS - Trading Broker, MetaTrader4 (https://fbs.com/trading/platforms/mt4), MetaTrader5 (https://fbs.com/trading/platforms/mt5).
TRADING PLATFORM TIME	means the time zone the Trading Platform is set in. This may change from time to time and is generally GMT+2 or GMT+3. Please refer to our Website for the time zone of Trading Platform Time.

UNDERLYING INSTRUMENT	means the equity, Index, Commodity, currency, futures contract, stock, or other instrument or asset or factor the reference to which the value of a Contract is determined.
UNDERLYING MARKET	means the underlying market in which the Underlying Instrument is traded.
WEBSITE	means the internet address https://fbs.com and includes the Trading Platform.