

**KQ Markets Europe Ltd**  
**Terms & Conditions**  
**Version 04.25**



About us and our Services

**1 THE RELATIONSHIP BETWEEN THE KQ MARKETS EUROPE LIMITED (CYPRUS) (HEREINAFTER "THE COMPANY" OR "WE" OR "US") AND YOU, AS A CLIENT OF THE COMPANY (HEREINAFTER "YOU" OR "CLIENT") IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT (HEREINAFTER "THE AGREEMENT")**

- 1.1 Thank you for choosing KQ Markets Europe Limited (Cyprus) (hereinafter, "the Company") a Company incorporated and registered in Cyprus, with Registration Number HE 427857.
- 1.2 We provide you with a range of services which includes but is not limited to Financial Markets news, webinars and courses as well as relevant tools, analysis and information regarding the financial markets (hereinafter mentioned as "information").
- 1.3 To help us provide our services to you as well as a wide range of information, with regards to the financial markets, including analysts' opinions, market news and others, we may partner with other associated firms, vendors, agents (hereinafter our Partners). Any information provided by the Company or provided to the Company through its Partners does not constitute Investment Advice or Portfolio Management neither is intended to be used for the purpose of Investment Advice or Portfolio Management.
- 1.4 If you need professional guidance on any of the products provided as part of Paragraph 1, please speak to an accountant, lawyer, or other appropriate financial services professional specialising in investment services and financial markets before you make any decisions about your investments.
- 1.5 Also, the Company although it makes efforts to ensure the correctness and validity of the information and the trustworthiness of its providers does not guarantee the accuracy, completeness or promptness of the information provided as part of the services provided by the Company and is not responsible for the results that may occur for any reliance on the information provided by the Company as part of its services.
- 1.6 The Terms of our services as defined in section A of this agreement are governed by Section A of this agreement. Section A. also sets the Company's charges as a result of the aforementioned services provided to its clients.

**2 THE BUSINESS RELATIONSHIPS BETWEEN THE COMPANY, YOU AND THE PROVIDER.**

- 2.1 In addition to the services described in Paragraph 1, the Company is also acting as an approved Tied Agent of StoneX Europe Ltd (hereinafter the Provider), a Cyprus Investment Firm, regulated by the Cyprus Securities and Exchange Commission (hereinafter "CySEC") under the Investment Services and Activities and Regulated Markets Law of 2017 (Law 87(I)/2017) (the "Law"), with a License number 400/21.
- 2.2 **If you choose** to open a trading account with the provider, in accordance with the Terms and Conditions of the Provider, the services as per the Paragraph 2 of this Agreement, are activated, hence day to day you will interact with us and, through our services, with the Provider. You can deal with the Provider through us as an Approved Tied Agent of the Provider, approved to provide the following services on behalf of the Provider:
  - Customer Support
  - Reception and Transmission of client orders

- 2.3 Please note you have a direct relationship with the Provider as well. We provide the services as per the **Paragraph 2.2** to you, on behalf of the Provider, **in addition to the services described in the Paragraph 1. of this Agreement.**
- 2.4 The Provider though carries out the investment transactions you ask them to and provides you

with the necessary arrangements for the safekeeping of your funds in accordance with the Terms and Conditions you have signed with the Provider, available on the Provider's website.

**The Company is not authorised to accept and/or safekeep clients funds and/or financial instruments. No Investments or cash are kept at any point of time in your account with the Company and the Company maintains no rights on your investments.**

- 2.5 **The services as per Paragraph 1. are valid even if you choose not to open a trading account with the Provider.**
- 2.6 **If you choose to open a trading account with the Provider, then the section B. of this Agreement is in force, in addition to the clauses as per Section A. of this Agreement.**

## Section A.

### 3 THE AGREEMENT – GENERAL TERMS

- 3.1 Our Agreement with you sets out the scope of the Services that we will provide to you when you open an Account with us and what we need you to do to enable us to provide our Services;
- 3.2 We may vary these Terms, and documents referred to in them in the circumstances described in the Terms.
- 3.3 Any documents that explain our charging set out in detail what you will have to pay to use our Services and those of the Provider.
- 3.4 Other documents we refer to in these Terms may be updated from time to time. The current versions of these are available on our website.

### 4 YOUR ACCOUNT – GENERAL TERMS

As part of the process necessary to set up an account on the Services (an “**Account**”) and obtain access to certain parts of the Services, you will be required to either provide your full name, email address, password, and phone number (the “**Registration Credentials**”). You must ensure that your Registration Credentials are accurate, truthful, and updated. We reserve the right to block the creation of your Account based on our inability to confirm the authenticity of your Registration Credentials.

- 4.1 **Your information.** Once you have created an Account with us, we may contact you from time to time to provide you with certain information about your Account, or other aspects of our Service. We may do this using the email address you have provided or through the website or any other platform you are using to access the Service. In agreeing to these Terms, you acknowledge that, whilst we will take all reasonable precautions to prevent any loss of this data or a compromise of your information, we will not be liable for any damages you might suffer as a result of information being exchanged in this way.
- 4.2 **You** must make your own decisions as to whether your Provider’s Account, and investment choices you make are in keeping with your own individual circumstances and needs. We do not make any investment recommendations based on your individual circumstances or make any investment decisions for you.
- 4.3 **Paying our charges:** Our service covers both “Free” and “Paid” Content as displayed in your Account, where is indicated whether you are able to access the “Free” or “Paid” content available to you. The Company reserves the right to change the content marked as “Free” or “Paid”, at any time based on each specific case or activity. Should you use a paid service as those are defined in Paragraph 1. of this Agreement, you will have to arrange for a payment of our charges. In the case that any paid service is settled and is available to your account due to the services that are provided to you by the Provider as per Paragraph 2 and Appendix B of this Agreement, this is going to be displayed in your account as “Free” or “Available” service.
- 4.4 **How to contact us** - You can get in touch with us in any one of the ways we provide for you, as explained in the Contact Us section of Our Website.
- 4.5 **How we may contact you** - If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you during the Account opening with us.
- 4.6 **"Writing"** - When we use the words "writing" or "written" in these terms, this includes emails to your declared email address and any other form of electronic communication such as live chat or

text message in your declared phone number or any electronic personal account name/ address/ details provided to us by you for communication purposes.

4.7 **Account use:** You can use the account available to you after registration with us to access details of your Account and see certain information which is made available to you through our website. This information is defined in paragraph 1. of this agreement.

4.8 **Your responsibilities.** you can use our website to manage and view details of your Account. It is your responsibility to ensure that you comply with all applicable laws and regulations relating to this in the place of your residence or domicile. If you need help understanding your obligations as far as tax is concerned, please contact your local tax office.

Please note that before you can open an Account you will be asked to agree to this Agreement. If you refuse to accept the Terms of this Agreement, you will not be able to open an Account.

If there is anything contained in these Terms that you do not understand, please do not hesitate to get in touch with us in any one of the ways we provide for you, as explained in our Contact us Page.

## 5 CHOOSING AN ACCOUNT

You are responsible for choosing an account with the Company.

## 6 OPENING YOUR ACCOUNT

We will arrange to open an Account with us, subject to these Terms.

### General requirements

6.1 You may open an Account jointly with anyone else if facilitated by our application process.

If you open an Account jointly in the name of yourself and others, then:

- we may act on instructions from either you or any other person in whose name the Account is opened (each a “Joint Account Holder”). In certain circumstances we may require instructions from all Joint Account Holders;
- we may give any notice or communication to either you or another Joint Account Holder (and by that both of you will be notified); and
- if you or any other Joint Account Holder dies, we may take instructions from the surviving owners of the Account.

6.2 If you are a parent or guardian, you cannot open an Account on behalf of your child.

6.3 Each individual Account holder must meet all the requirements of the Agreement applicable to them.

6.4 You must complete the application procedure set out in Our Website for the particular Account, if you do not give truthful information any Account opened in respect of you completing the process may at our or our Partners option be closed.

6.5 You may only open an Account if our account opening procedure facilitates your application and, at the time your Account is opened, you:

- (a) Tell us where you are resident.
- (b) tell us your permanent address.

- (c) you comply with laws and regulations in the country of your residence or domicile for using the Account.
- (d) complete our application process or registration form successfully; and
- (e) are not a US Person or open an Account on behalf of a US Person.

#### Account opening by an Authorised Person

- 6.6 If your Account has been opened through an Authorised Person, we will treat only you as our customer for your Account or the Provider's Account.
- 6.7 You must inform us if you are not acting on your own behalf but for someone else when opening a Account. We may ask the person you have opened the account for if they agree to that before opening the account.
- 6.8 Any person who opens a Account as an agent for someone else, will be treated as our customer for their interests and will be liable to us for everything that they do in that capacity.

#### Identity and tax residence checks

- 6.9 Before you use our Services and during the course of our relationship, to meet our legal obligations such as under anti money laundering regulations, we may ask you for evidence such as your identity, residency and tax residency and information, as well as that of the beneficial owner(s) of the Account and anyone controlling or paying for Investments.

We may decline an application entirely at our discretion.

#### Changing/removing an Authorised Person

- 6.10 If our Service permits, to change or remove an Authorised Person, you must notify us in writing. Where applicable to your Account, your notice must be executed by you, existing Authorised Persons unless an existing Authorised Person:
  - (a) stops being a director (or equivalent role in other corporate entity).
  - (b) is dead or incapacitated in any manner.
  - (c) cannot be contacted.
  - (d) notice is given to them instead; or
  - (e) has to be removed due to regulatory requirements.
- 6.11 We may decline to accept any new Authorised Person without giving you a reason.

#### Accounts opened or operated by another person

If our Service Permits:

- 6.12 We will take instructions from and communicate with an Authorised Person until you notify us that the Authorised Person is no longer authorised to give instructions in accordance with the Terms.
- 6.13 If an attorney or other agent has been appointed by you or on your behalf, we will need proof that they have been properly appointed including, where applicable, evidence that the document

appointing them has been appropriately registered before we will accept them as an Authorised Person.

- 6.14 Once we have accepted that the appointment of your Authorised Person is valid, we will continue to act on the instructions of that person until we receive notice to our reasonable satisfaction that that person no longer has authority to give us instructions for your Account.

#### Third parties

##### If our Service Permits

- 6.15 You may authorise us to disclose information about your Account and the related Provider's Account to a third party and/or authorise us to accept instructions from a third party for your Account:
- (a) in your Application; or
  - (b) at any time during the course of our relationship, by completing a third-party authorization form.
- 6.16 You will, at all times, remain fully responsible for the operation of your Account by any authorised third party including any Authorised Persons.
- 6.17 We will not be able to accept payments, subscriptions Provider's or withdrawal instructions or changes to your personal details from any third party who you have authorised to give us unless that person has been formally appointed to operate your Account Provider and we as well as the Provider have accepted them as an Authorised Person.
- 6.18 When we receive instructions from a third party seeking to operate your Account, we may, but do not have to, ask for proof of their authority to act, and may require them to fully verify their identity. We will not be responsible for the consequences of any delay in processing the instruction as a result of making any such request.
- 6.19 We will continue to accept instructions from any third party authorised by you as soon as this is compatible with the relevant Laws and Regulations until we receive written notice from you (or any other appropriate judicial or regulatory body) revoking that authority.

##### Account Security

- 6.20 You must use the Security Details that we give you to access your Account and to give us any instructions.
- 6.21 You must take all reasonable precautions to keep safe and prevent fraudulent use of your Security Details. You must take reasonable care not to disclose, or to allow the disclosure of, your Security Details. Please note we will never ask for your password over the telephone. You should not respond to any unsolicited emails which look as if they originate from us which ask you to enter your password or personal information. We will never issue emails of this type unless specifically requested by you to do so.
- 6.22 We may rely on any instructions that we receive whilst your Account has been activated using your Security Details.
- 6.23 In addition, you will be responsible for (and we shall be entitled to rely upon) any relevant instruction which is authenticated using your Security Details, unless you establish that the relevant instruction is not an authorised instruction and either:

- (a) we acted upon the relevant instruction after you had told us, or we otherwise had actual notice, that your Security Details or any other access details in relation to your Account had been disclosed to or otherwise obtained by an unauthorised third party or if the safety of these Security Details was in jeopardy; or
  - (b) the unauthorised use of your Security Details or any other access details in relation to your Account (and our reliance on the relevant instruction) did not result from your failure to take reasonable care to protect such details or otherwise to comply with your obligations under these Terms.
- 6.24 You should change your Security Details and contact us immediately if you know or suspect that any of your Security Details or any other access details in relation to your Account have been disclosed to, or obtained by, an unauthorised third party or if the safety of these Security Details may be in jeopardy.
- 6.25 We will act on any instructions given in accordance with our stated procedures that appear, in our reasonable opinion, to be valid, and have no duty to make any further enquiries in relation to such instructions.

#### Risks of online communication

- 6.26 We will take all reasonable measures to make sure that the security of our systems is not compromised. However, there are inherent risks in using an online system. We cannot guarantee that they will be free from:
  - (a) technical failure or corruption;
  - (b) error or delay; or
  - (c) misuse, fraudulent use or access by unauthorized persons. \_
- 6.27 We will not be liable for losses caused as a result of anything that is outside our reasonable control.
- 6.28 We recommend you and any person acting on your behalf use anti-virus software on your computer or any other electronic device that you use to access our Services.
- 6.29 You accept that, from time to time, sending information through the internet may be unavailable, interrupted, or restricted whether due to circumstances beyond our reasonable control including, for example, a lack of availability or interruption of the internet or other telecommunication system or otherwise.
- 6.30 Communications between us through the internet, by phone or other means are not guaranteed to be secure or reliable.
- 6.31 You are responsible for ensuring you have suitable working facilities that enable us to communicate in order for you to use our Services.

## 7 OPERATING YOUR ACCOUNT WITH THE COMPANY

Our Website gives information about the operation of and the facilities for you to operate your Account, and how you may give us instructions for your Account through our Website. By opening a Provider's Account (**as per section B below**), the Provider who make available products and services within the Account will be able to utilise the information and declarations provided to us by you.



## 8 AVAILABILITY OF OUR SERVICES

- 8.1 We will make reasonable efforts to make sure that our Services are available to you, but we cannot guarantee that you will always be able to access our Services.
- 8.2 we may, from time to time, have to suspend our Services to maintain or upgrade our Website, or you may not be able to access our Services because of disruptions to our Website, problems with telephone networks or because you are in an area that does not have mobile telephone coverage. We will notify about system disruptions to the extent possible but we will not be liable to you if our Services are unavailable through our Website.
- 8.3 If you are unable to use our online Service, you may still use our Services in any one of the ways we provide for you, as explained in our Contact us Page.

## 9 PROVISION OF INFORMATION

- 9.1 The Company may make available to you through its Services, as set in paragraph 1. of this agreement, a broad range of information that is generated internally or obtained from agents, vendors or partners. This includes, but is not limited to, financial market data, quotes, news, analyst opinions, research reports, graphs and data.
- 9.2 This Information is not intended as investment advice. The Company does not approve this Information. The Company and its Agents, vendors or partners (hereinafter "Partners") do not guarantee the accuracy, timeliness, completeness or proper sequencing of this Information and cannot guarantee the results of relying on this information.
- 9.3 The Information provided by the Company can quickly become unreliable for many reasons including market volatility, economic changes, market and economic events which affects the prices of financial instruments.
- 9.4 The Company and its Partners can update or cease to update the information available on the Account, at their own discretion and without notice. You agree that the Company and its Partners cannot be held liable in any way with regards to the accuracy, delay, incompleteness, interruption, termination, invalidity of the information provided.
- 9.5 With regard to any Information displayed on your account, you are prohibited from:
  - (a) Make the Information available online or to the public by any mean via the internet or otherwise (this includes websites, application, social media any public or online or other source which can be accessed by multiple persons where the person(s) involved in the availability of the information have an economic direct or indirect benefit);
  - (b) The information cannot be used by any party in any way that would require from this person to maintain a license in order to make use of this information.
  - (c) Copy, sell, license, distribute, transmit, duplicate, store, send to any person any Information in any form and/or by any means.
  - (d) You hereby acknowledge that the Company is the legal owner of the intellectual property rights attached on the information provided by the Client's Account and the You are prohibited from using any logos, trademarks, brand names or any other identifying marks, or make use of any content and information by removing any copyrights or proprietary notices incorporated in the Information.

- (e) Use the Information for the purpose of creating and/or operating (directly or indirectly) any financial product without the Company's explicit consent.
- 9.6 The material on the Company's website has been prepared for informational purposes only and it does not take into consideration any particular user's investment objectives, financial situation or knowledge and experience and does not constitute solicitation of any action which may be based upon it.
- 9.7 This material is not any invitation, recommendation, solicitation to participate in any particular investment strategy.
- 9.8 The Company has not verified this information and although it takes reasonable efforts to consider the information provided as reliable, the information should not be relied upon, as such.
- 9.9 The ability to obtain **access** to our information and account does not necessarily mean that our services and account are operating under the laws, regulations or directives of your country of residence. Hence, you understand that it is your sole responsibility to ensure that you are complying with the laws and regulations applicable to the country of your residence.
- 9.10 Any news, quotes, webinars and other information that we give you, are provided solely as tools to assist you make your own investment decisions and do not constitute personal recommendation or financial advice or portfolio management. The information we provide is also **not** an offer by us to buy, sell or otherwise deal in any particular investment.

## 10 HOW WE COMMUNICATE WITH YOU

### Method of communications

- 10.1 Our Services are provided exclusively as online services and therefore you may only give us instructions through **Our Website** including the options to give instructions given in the Contact Us Page. You may call us using the number provided on our website with any questions or if online communication is not available.
- 10.2 We will normally communicate with you securely online including via email but may also choose to contact you by telephone. Either way we will communicate with you using the most recent contact details that you have given us, and we hold on your records.
- 10.3 If we make material changes to our Agreement, we may send you notice by email in your declared email address.
- 10.4 All correspondence and notices sent by us shall be deemed to be received by you when despatched **if sent by email**. However, the Terms will not apply to any correspondence or notice if:
  - (a) such correspondence or notice is returned to us undelivered; or
  - (b) you establish that you did not receive it at your address within the relevant period or at all; and
  - (c) any such delay or failure in receipt was not a result of your omission to inform us of a change of your address in accordance with your obligation to do so under these Terms.
- 10.5 We will make reasonable efforts to contact you using the contact details that you give us but if our emails bounce or your phone number is no longer active, we will not send any further communications.

- 10.6 We will take reasonable steps to try to contact you to get your new details, but we do not have to send further communications until you provide us with correct details. The Terms provide further information on the action we may take if your Provider's Account contains unclaimed Investments.
- 10.7 You must tell us without delay if your or their contact details change.
- 10.8 Recording communications between us
- 10.9 You agree that we will record and/or monitor telephone conversations, email, or other communications between us to comply with applicable Regulatory Requirements, to record instructions that you give us and for training or research purposes. These records form part of the information that we hold about you and will be handled in accordance with the Regulatory Requirements and related Policies. We will retain records for at least the period required of us by Regulatory Requirements.
- 10.10 Communicating with third parties
- 10.11 If agreed with you, we will send copies of communications to your agent, attorney, delegate, employer or any other third party nominated by you. This may incur an additional Charge.

## 11 LIABILITY TO YOU

11.1 We are not liable to you for any Losses unless directly caused by our negligence, wilful default, or fraud.

11.2 We are never liable to you for:

1. any Losses arising from any cause beyond our reasonable control and the effect of which is beyond our reasonable control to avoid; or
- any Losses that we could not reasonably have anticipated when you gave us an Instruction; or
- any loss of business, loss of goodwill, loss of opportunity or loss of profit.

We are not liable to you if we fail to take any action which in our opinion would breach any Regulatory Requirement or market practice. To the extent there is any conflict between the Agreement and our duties under any Regulatory Requirement or market practice, we will act in a way we reasonably consider necessary to comply with such Regulatory Requirement or market practice. We will not be treated as having breached the Agreement as a result.

- 11.3 The Company is responsible only for the Account and services we provide, and any actions or omissions undertaken in the course of providing them. Our liability to you will not exceed the fees paid by you to us directly to the Company that has given rise to the act or omission causing any such claim.
- 11.4 In addition to this clause, depending on which services you choose, different liability provisions may apply for particular services, as set out in the terms for those services.
- 11.5 Nothing in the Agreement will exclude or limit any duty or liability: (a) we may have to you under Regulatory Requirements; or (b) that applicable law does not allow to be excluded or limited.

## 12 LEGAL/TAX MATTERS

12.1 We will not provide you with legal or tax advice and recommend that you obtain your own independent advice.

12.2 Taxes and duties may be imposed by the government or other bodies on Services that we and/or the Provider provide to you.

- 12.3 You will be liable for all other taxes that are personal to you in respect of your Account or the Provider's account if in place. Your tax liability depends on your personal circumstances and may be subject to change in the future.

## 13 YOUR OBLIGATIONS

- 13.1 You must tell us whenever your contact details change, because we will use the most recent contact details on our records whenever we send you correspondence. If you do not tell us: (a) the security of your information could be at risk; and (b) you might not receive communications which could be important, including notices about changes to the Account. If we are unable to contact you because you have not kept your contact details up to date, and the reason we tried to contact you was to notify you of a change or an event that affects an Account or Investment or you, then the change will be applied as set out in that notice.
- 13.2 You must also tell us without delay if your residency or citizenship status changes or if there is any other material change to the information you have given us as this may affect the services we provide. You must give us any information we reasonably require about your identity or affairs.
- 13.3 You must ensure that your information can be accessed or used only by people who have your permission to do so.
- 13.4 You must check any confirmation of transactions or statement that we send you or the Provider sends you when you receive it and contact us immediately without undue delay if you think it is inconsistent with your Instructions or there is any inaccuracy.
- 13.5 You must pay for fees and charges as they become due under your Account and/or the Provider's Account, as per Section B, as applicable.

## 14 COMPANY'S RIGHTS

The Company reserves the right to suspend the operation of the Services or any part or sections thereof at any time and no claims may be entertained against the Company in connection thereto. In the case of regulatory requirements relevant to the provision of the service with regards to the Company's capacity as Tied Agent of the Provider, the Company shall take into consideration the regulatory requirements, prior to the suspension of any relevant operation.

## 15 FORCE MAJEURE

You agree that the Company will not be liable in any way to you or to any other person in the event of force majeure (including, but not limited to, the act of any government or legal authority) or for the failure of or damage or destruction to your computer systems, data or records or any part thereof, or for delays, errors, losses, or omissions due to the failure or mismanagement of any telecommunications or computer equipment or software.

## 16 TECHNICAL PROBLEMS

You understand that even though the Internet and the Company's Website are generally reliable, technical problems or other conditions may delay or prevent you from using our Services.

The Company will not be liable, and you agree not to hold or seek to hold the Company and/or any of its Partners liable, for any system failures and malfunctions, technical problems, communication line failures, equipment or software failures or malfunctions, high Internet traffic demand, security breaches, system access issues, system capacity issues, unauthorized access, and other similar computer problems and defects.

The Company does not represent, warrant or guarantee that you will be able to access or use the Services at the times and/or locations that you prefer/have chosen. In addition, the Company does not represent, warrant or guarantee that the Company will have adequate capacity for the Services as a whole or in any geographic location.

You understand and agree that uninterrupted and error-free service is not guaranteed. The Company does not make any warranties or guarantees with respect to the Services and the Content of the Website, including but not limited to, warranties for fitness for a particular purpose or merchantability.

Without limiting the foregoing, the Company will not be responsible if it is impossible to transmit orders to the Provider due to failures in the operation of informational systems, caused by technical faults which are beyond its control.

## 17 BREACH

You agree to fully indemnify, defend and hold harmless the Company, its corporate affiliates and their respective officers, directors and employees immediately upon demand from and against all claims, demands, liabilities, damages, losses, costs and expenses, including legal fees and other charges whatsoever, howsoever caused, that may arise as a result of: (i) violation by you of any law or the rights of any third party; or (ii) any breach of these Terms by you.

Without prejudice to any other rights in these Terms, the Company or any of its corporate affiliates which provide the Services to you reserve the right to take such action as they see fit, including (but not limited to) terminating any agreement in place with you, terminating or blocking the Services to you and/or taking legal action against you, in the event that you breach in whole or in part any provision contained herein.

## 18 GOVERNING LAW AND COURT JURISDICTION

These Terms shall be governed by the laws of the Republic of Cyprus, regardless of whether you reside or transact business with the Company anywhere else in the world.

If any part of these Terms are held unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions of these Terms.

Exclusive Court Jurisdiction: You agree to submit to the personal and exclusive jurisdiction of the courts located within the Republic of Cyprus to settle any dispute which may arise in relation thereto.

## 19 OUR CHARGES AND FEES AND PROVIDER'S FEES AND CHARGES

Charges associated with the Service.

- 19.1 Using our Service to learn more about your Account and how you can use it is free.
- 19.2 Using the free services made available to Account holders is not chargeable.
- 19.3 Unless the service is displayed as a non-free service, you will not be asked to pay a fee or charge to us.
- 19.4 You will be due to pay our Charges when they become due to be paid under your Account. We will only charge you and you will only be due to pay our charges if you:
  - a. Ask us to provide you with or you use those Services that are not free to use (i.e., "Paid Services" and/or "Subscription-based Services").
  - b. Payment for those services will be due to be paid within such time periods as we notify you at the time.

- 19.5 The Account Portal explains our charges and sets out the current fees and charges. The fees and charges for our paid and subscription paid services are communicated to you in advance via your account within the Account Portal before the purchase of a paid item or a subscription-based service. By opening an Account with us we are not charging you any further fees or charges, other than the ones displayed within your Account Portal and are notified to you in advance at the point you purchase our services.
- 19.6 You are liable to pay the applicable charges and fees.
- 19.7 Other Fees: The Provider's Account will have charges associated with it and its own costs and charges document, available to the Provider's website, as explained in Section B.

## 20 PAID SERVICES AND SUBSCRIPTION-BASED SERVICES

We may offer Paid Services and products, including access to specific content and advanced features, in accordance **with the applicable charges as these are displayed on the Client's account on the Account Portal.**

We may also offer services, products, and subscriptions for a subscription fee (respectively, **"Subscription Based Services"** and **"Subscription Fee"**).

These Subscription Based Services may be governed by additional terms to which you agree when you register for the Subscription Based Services.

If you register for Paid and/or Subscription Based Services, you must designate a payment method for the payment of the applicable fees (regular subscription payment as regards subscription-based fees). Accurate payment information must be provided to us and you are responsible to keep your payment information up to date.

## 21 PAYMENT

You represent that you are at least the minimum age required to enter into a legal agreement. You agree to pay us for any Paid or Subscription Based Services you purchase from us, as well as all other charges incurred under your account, including applicable taxes and fees. You are responsible for all charges incurred under your account, or anyone you provide your consent to use your account or the Provider's accounts linked to your account or anyone who gains access to your account due to your failure to safeguard your registration credentials. You are responsible for all charges, even if your payment method fails or is denied.

You authorize us to retain all information about any payment method(s) associated with your account.

You permit us to obtain and use updated information from the issuer of your payment method, in accordance with the policies and procedures of any applicable card brands. We may, in some instances, continue charging a payment method past its expiration date at our discretion, subject to the payment processors' or issuing bank's approval.

As long as your subscription remains active, we may charge for Subscription Based Services in advance and on a daily, monthly, yearly, lump sum, or other basis in accordance with the stated terms, even if you have not used such Service or accessed your Account.

You authorize us to take steps to verify the validity of the credit card information you provide to us, for verification and anti-fraud purposes.

## 22 RENEWAL

We apply automatic renewal for our Subscription Based Services. At the expiration of each subscription term for such Subscription Based Services, unless you cancel your subscription at least before the end of the current subscription period, we will automatically renew your subscription and charge the payment method you have

provided to us. Unless otherwise stated in the Agreement, your subscription will be automatically renewed at the current price, excluding any discounts.

## 23 TERMINATION

We maintain the right, at our discretion, change, discontinue or terminate any or all aspects of a Subscription Based Services without notice, subject to providing an appropriate refund, if applicable, for any portions of a specified but no longer available term.

## 24 NO REFUNDS

Subject to any applicable Laws and Regulations, the charges for a Subscription Based Services cannot be refunded. Nevertheless, if you consider that you have been charged erroneously or that you should be refunded for any other reason, you should contact us within 15 days of any relevant charge.

We reserve the right to reject a refund request, if we reasonably believe:

- (i) if we reasonably suspect that you have made use of the Subscription Service in a fraudulent way; or
- (ii) That you are in breach of the Agreement; or
- (iii) you are attempting to unfairly exploit the refund option.

## 25 PRIVACY

You agree to transfer your personal data to the Company, which is registered as a data controller according to the law, for identification, administrative, and business purposes necessary for the Company to fulfil its legal and contractual obligations under this and other agreements between the parties, with rights to transfer such personal data to auditors, lawyers, financial consultants, and other service providers and counter-agents contracted by the Company.

## 26 CLOSING YOUR ACCOUNT

### 26.1 Closing your Account with the Company

An Account cannot be closed other than by:

- (a) exercise of your cancellation rights on opening an Account;
- (b) you have exercised such other options as are permitted under the Regulatory Requirements;
- (c) your death; and
- (d) the terms of this clause Closing your Account

### 26.2 Closure by you

- (a) Subject to Regulatory Requirements, you may tell us that you want to close your Account. You can do this at any time by giving us prior notice in writing. Our Agreement with you will end once we have processed all outstanding instructions received from you due on your Account.

- (b) If you have also entered into a business relationship with the Provider (as per Section B), the Provider will deal with the realisation of the value of your interests held with them, as set out in their terms.
- (c) Our charges, if any, will continue to be due until the completion of your Instruction.

#### 26.3 Suspension of an Account or closure by us

26.3.1. We may close your Account at any time by giving you 30 days' prior notice in writing, subject to Section B and its application to Provider's Account.

26.3.2. We may suspend or close your Account and end our Agreement with you immediately by giving you written notice if:

- (a) the law requires us to do so, or we are unable to meet our obligations;
- (b) we are not provided with satisfactory evidence of your identity and so cannot complete our anti-money laundering checks;
- (c) you do not comply with these Terms (as they apply to you) in a material way;
- (d) there is any concern either by the Company and/or the Provider as to who owns the Investments in your Provider's Account;
- (e) all the client's Provider's Accounts are terminated
- (f) you do not pay sums due under these Terms;
- (g) you behave towards us in a way that we consider abusive or unreasonable;
- (h) after making reasonable efforts to do so we cannot contact you using the details that you have given us;
- (i) you are using your Account for an illegal purpose;
- (j) you are using your Account for market timing or similar activity;
- (k) you are using your Account to provide business services to another person;
- (l) You have died or if a company or similar legal entity your business has wound up, and/or doubt.
- (m) you give us, or we become aware that you have given us, false or inaccurate information, but for which, we would not have opened an Account for you, or because of which we are no longer able to perform the Services.

Where the circumstances relate to the conduct of your Account or communications with us, we may suspend or close your Account if any of these circumstances apply to anyone authorised to communicate with us on your behalf.

#### 26.4 Effect of closure

When notice of closure has been served:

- (a) we will execute any current instructions that you or an Authorised Person has given us, but we will no longer accept new instructions; and
- (b) you must settle all charges and sums due in respect of any unsettled transactions that are due to us or as a result of the closure of the Account.

When you have also entered into a business relationship with the Provider, when notice of closure of your Account has been served:

- (a) You may receive a new Providers Account.
- (b) We will not be entitled to deal with the Provider for you.



- (c) If you do not settle our Charges, deduct from Provider's Account balance any sums that are due to us from you including any sums that you owe us in relation to any other accounts that you hold with us, and
- (d) tell the Account Provider we no longer act for you. \_

We will have no further liability to you once any Investments remaining in your Provider's Account have been transferred.

Closure of your Account will not affect any legal rights or obligations that have already arisen.

Your Personal Representatives should tell us about your death as soon as possible and let us have any documents that we reasonably request to evidence their authority to deal with your affairs before we will accept instructions from them in relation to your Account.

These Terms including any Charges payable will continue to bind your personal representatives until your Account is closed.

## 27 INCAPACITY AND POWER OF ATTORNEY

- 27.1 In the event of your legal incapacity, our relationship will be suspended automatically upon our receipt of written notice unless and until you have granted a power of attorney under which we can continue to act, or another person becomes entitled to act on your behalf. We reserve the right to require proof or further details of your legal incapacity.
- 27.2 When your rights can be exercised by someone else, we will continue to administer the Account in accordance with their instructions until such time as that power is revoked.

## 28 COMPLAINTS

- 28.1 If you would like to make a complaint about our Service and Account or the way in which we have managed any of the elements of this Service, you can let us know in the normal way you communicate with us or email us to let us know through any of the media set out in our Contact us Page. The services that are relevant to the Provider's account are subject to the Complaints Handling Policy of the Provider, as also specified in Section B.

## 29 HOW AND WHEN WE WILL VARY OUR TERMS AND CHARGES

- 29.1 We may vary these Terms and our Charges at any time if we have a valid reason to do so. We consider the following to be valid reasons:
  - (a) to respond proportionately to changes in Regulatory Requirements;
  - (b) to comply with any decision or recommendation of a legal body or legal decision;
  - (c) to reflect good industry practice or changes in the operation of the markets;
  - (d) as a result of changes to our systems and processes and the way our business operates, or any changes to or affecting any third parties with whom we engage whilst providing the Services;
  - (e) to remedy obvious errors; or

(f) to proportionately reflect legitimate cost increases in, or restructures of, the Services we provide.

29.2 If we vary these Terms to your disadvantage or vary our Charges for a reason that is not specified in our Agreement with you, we will give you 30 days' prior notice in writing, except as set out in this Agreement.

29.3 Whenever we give you notice of a material amendment that is to your disadvantage, you will be able to close your Account during the notice period specified in accordance with your current Terms. If you do not do this, you will be deemed to have accepted the change.

29.4 In the case of changes that we have to make for the purposes of complying with Regulatory Requirements, we may vary these Terms with immediate effect.

## Section B.

### 1 THE RELATIONSHIP WITH YOU, WHEN YOU ARE ALSO ENTERING WITH A BUSINESS RELATIONSHIP WITH THE PROVIDER:

When you accept this Agreement, and you have also entered in a business relationship with the Provider, you agree that:

- a. we are authorised as a Tied Agent to make arrangements with the Provider for you to use its services;
- b. there is a business relationship for the provision of investment and ancillary services between you and us and you and the Provider, as per the Terms and Conditions agreed with the provider;
- c. **a and b** above are provided in conjunction with the Law 87(I)/2017 **Investment Services and Activities and Regulated Markets Law of 2017** issued by the CySEC.
- d. we may facilitate you by transmitting your instructions to the Provider on your behalf, in order to enable the Provider to carry out their obligations and provision of services to you, based on the Terms and Conditions agreed with the provider.
- e. payments to Provider's Account will be made directly between you and the Account Provider. The Provider may decline to accept any payment or transfer into your Provider's Account entirely at their discretion.
- f. The Provider is authorised as appropriate to hold assets on your behalf and will use these to meet your settlement and other obligations relating to their services based on the Terms and Conditions agreed with the Provider;
- g. you will be a client of the Company; you will also become a client of the Provider for the provision of Investment and Ancillary services based on the Terms and Conditions agreed with the provider. We do not provide custody or client money services. Investments are held through your Provider's Account as prescribed by the Regulatory Requirements and the Policies agreed with the Provider.
- h. The Provider's Terms and Conditions set out the arrangements made for custody of the Investments in your Provider's Account.
- i. The Provider will deliver its services in accordance with its Terms and Conditions, which shall govern their relationship with you.
- j. When you accept to become a client of the provider and a client of the Company as a Tied Agent of the Provider you consent to the Providers Policies as these are outlined on the website, including the Risk Disclosure Statement, the Order Execution Policy, the Conflicts of Interest Policy,
- k. We are authorised to act as a Tied Agent of the Provider by the time you have completed the relevant identity checks to the Provider's satisfaction and your Client's Trading Account has been activated with the Provider.

- 1.1 If you would like to make a complaint about our Service as a Tied Agent of the Provider or the services provided by the Provider, please do refer to the Complaints Handling Policy of the Provider. You can submit a formal complaint to the email address: or by accessing the Provider's Website.
- 1.2 Any services provided by the Company to you as a Tied Agent of the Provider are covered by the **Investors Compensation fund**, available in the Providers website.

### 2 OPERATING YOUR PROVIDER'S ACCOUNT

Our Service facilitates you opening Provider's Account:

- 2.1 You authorise us to disclose information given for or about your Account to a third party and/or authorise us to accept instructions from a third party for your Account or Provider's Account with Providers and Investments:
- 2.2 in your application for a Provider's Account; or
- 2.3 at any time during the course of our relationship, by completing the relevant instruction.

- 2.4 We maintain the right to reject your application if it contradicts the legal and regulatory requirements applicable to the provider.
- 2.5 You will, at all times, remain fully responsible for the operation of your Provider's Account by any authorised third party including any Authorised Persons (and us provided we have implemented your instruction correctly).
- 2.6 We will only facilitate your payments, or subscriptions to your Provider's Account or withdrawal instructions or changes to your personal details held if you have completed the relevant application process and you or a person has been formally appointed to operate Provider's Account for you and has been accepted by us or the Provider to do that.
- 2.7 When we receive instructions from a third party seeking to operate your Provider's Account with a Provider, we may, but do not have to, ask for proof of their authority to act, and may require them to verify their identity and conform to our requirements so that they may become an Authorised Person. We will not be responsible for the consequences of any delay in processing the instruction as a result of making any such request.
- 2.8 We will continue to accept instructions from any third party authorised by you until we receive written notice from you (or any other appropriate judicial or regulatory body) revoking that authority.
- 2.9 The Provider will set out how you may operate your Provider's Account through them. We are obliged to follow the Provider's instructions, as well as the rules and regulations applicable to the Provider as a regulated Cyprus Investment Firm, when we provide our services to you as a Tied Agent of the Provider.

### 3 INVESTMENTS

- 3.1 We will only process Orders for or accept through our Service instructions to transfer that are directed to your Provider's Account.
- 3.2 The range of Investments available through your Provider's Account may be changed at any time by the Provider and may require the sale (or if permitted by applicable Regulatory Requirements, the transfer or withdrawal) of Investments which have been removed from the range of Investments. These changes will take place in accordance with the Terms and Conditions agreed with the Provider. The Terms and Conditions as well as any other legal documents and policies of the Provider mentioned in these Terms and Conditions can be requested by us as a Tied Agent of the Provider or directly by the Provider. These documents are also made available to you, upon the creation of a Provider's account.
- 3.3 If any such change affects your Provider's Account, we will notify you via Our Website or email of the change and the options available to you.
- 3.4 In order to be able to place an Order on your Provider's Account, which includes, but is not limited to, regular trading and any dividend re-investment, you may be asked to provide any of the below or any further information considered necessary and can be confirmed via the client's account opening information, including the following:
  - (a) Forename;
  - (b) Surname;
  - (c) Date of Birth;

- (d) Nationality;
- (e) Postal Code;
- (f) Natural Personal Identifier; and
- (g) (only if appropriate) Legal Entity Identifier.

We are required to hold and transmit the information set out in this clause to the provider to ensure we meet the Regulatory Requirements as an Authorised Tied Agent of the Provider.

3.5 Investments held in your Provider's Account have their own charges which include initial charges, ongoing charges, and dilution levies, set forth by the Costs and Charges Policy of the Provider.

#### 4 CUSTOMER SUPPORT

4.1 If you open an account with the Provider, then the Company may offer customer support services:

Our services aim to assist you with any queries pertaining to the trading platform and the account you maintain with the Provider. We also aim to provide you with information about the Provider's services and products, however we do not provide as part of our services any personal recommendations or investment advice or portfolio management services. All orders have to be placed with the Provider's system and execution will be arranged through the Provider's account.

#### 5 ORDERS RECEPTION, TRANSMISSION AND EXECUTION THROUGH THE PROVIDER'S ACCOUNT

You or any person that the Provider has accepted may give instructions for the placement of an order but must make sure that instructions are complete, accurate, clear, and unambiguous. You are responsible for the settlement of all Orders effected by us in accordance with instructions. We may delay or refuse to execute your instructions if:

- (a) your instructions are unclear or ambiguous;
- (b) the law or a regulator requires us to do so or if, in doing so, we would be in breach of the CYSEC Rules or any other Regulatory Requirements;
- (c) we are unable to verify your personal details; or
- (d) we have not received any information or documents we may have asked for, or where appropriate, the documents are not fully and correctly completed by you;
- (e) in the case that you wish to place an order through the telephone, please ensure the aforementioned are followed, and you speak clearly into the recorded line, leaving no room for doubt.

We will not be liable for any losses that you or any third party may incur as a result.

All Trading will be subject to the Order Execution Policy of the Provider and the rules, regulations, customs of the Provider and Execution Venues of the Provider in accordance with its Order Execution Policy. If there is a conflict between the rules and regulations of the Provider and these Terms, the rules and regulations of the Provider will

take precedence and will apply. Trading may also be subject to Conflicts of Interest as well. In this respect the Provider's Conflicts of Interest Policy is applicable.

- 5.1 Orders are normally routed by the Company to the Provider for execution. The Terms for the Orders Reception, Transmission and Execution are governed by the Provider's Order Execution Policy, to which the Company adheres to.
- 5.2 The Account Provider is responsible to inform you if there has been a delay, or they are unable to execute your Order as per the Terms and Conditions and/or the Order Execution Policy of the Provider (unless prevented from doing so because of Regulatory Requirements).
- 5.3 The record of the time of receipt of any instructions received from you about an Order will be conclusive unless it is obvious that it is wrong.
- 5.4 Order confirmation is dealt with by the Provider.
- 5.5 Settlement of Orders is dealt with by the Provider.
  - 5.5.1. If there are delays beyond the Provider's control in the settlement of a transaction, the Providers can delay settlement of any subsequent sale or purchase until the first transaction has settled and been delivered.
  - 5.5.2. Your contract note will confirm the relevant settlement date for the transaction.
  - 5.5.3. Your Provider's Account with the Provider will be debited in accordance with the Provider's order execution policy.
- 5.6 Submitting orders over the phone
  - 5.5.4. The Company reserves the right to reject such verbal orders if the Company and/or the Provider are not satisfied with the client's identity or the clarity of the orders. The Provider maintains the right to reject the order submitted over the phone if the Terms and Conditions set by the Provider for the orders submitted over the phone are not satisfied.
  - 5.5.5. The client accepts that at times of excessive transaction flow there might be delay in connecting over the phone with the operator of the reception and transmission department, especially in times of significant market announcements.
  - 5.5.6. If the Client has a reason to believe that the trade confirmation provided upon the submission over the phone is wrong or if the client does not receive any confirmation by the Provider about that the order has been executed, the Client shall contact the Company immediately, if the order has been submitted via the Company in its capacity as Tied Agent of the Provider. The Client also reserves the right to contact the Provider according to the Terms and Conditions agreed with the Provider. If the Client expresses no objections as soon as there, we have valid reasons to believe that he has gained access to the trade confirmation document and its trading history, the content is considered as approved by him and shall be deemed conclusive.
- 5.7 Cancelling your Orders
  - 5.5.7. Once an Order from you and has been acted on, you will not be able to change that instruction.
  - 5.5.8. If you tell us that you wish to cancel an Order, we will use reasonable efforts to halt the execution of the transaction. However, we will not be liable for the financial consequences to you if we are unable to stop the execution of the Order (for example if your Order has already been transmitted to a third party for execution).
  - 5.5.9. We or the provider reserve the right to cancel any duplicate or repeated instruction you give to us where the circumstances indicate that your intended transaction has been split into smaller Orders to take advantage of any market limitations or restrictions.

We are not liable to you for any Losses that occur due to the execution of the orders, unless directly caused by our negligence, wilful default, or fraud. I.e., the Company would be liable to you if we negligently failed to pass on an instruction to the Provider.

## 6 REPORTING

- 6.1 The Account Provider is responsible for reporting to you on the activities on your Provider Account.
- 6.2 If you ask us, we may receive from the Account Provider for your paper copy statements, reports or ad hoc valuations. We may charge for this Service as set out in that or those documents that explain our charging.
- 6.3 You must monitor the reports that you receive and tell the Account Provider within five (5) business days upon receipt of the report if you notice:
  - 6.3.1. any error or omission in any contract note or other report that we send or make available in relation to your Provider's Account;
  - 6.3.2. you have not received confirmation of a trade that you are expecting; and/or
  - 6.3.3. there have been any unexpected transactions.
  - 6.3.4. If you let us know, we will assist you to resolve the matter
  - 6.3.5. We may not be able to take any action to correct any problems if we are not told of a concern within 24 hours of the report being issued to you.
- 6.4 Account statements and illustrations will be made available to you online as set out in the Regulatory Requirements.

## 7 PAYMENT OF DEATH BENEFITS, OR YOUR WINDING UP OR CLOSURE

- 7.1 The Provider will deal with the realisation of the value of your interests held with them, as set out in their terms.
- 7.2 Payments or transfers on death
  - 7.3.1. Your Personal Representatives should tell us about your death as soon as possible and let us have any documents that we reasonably request to evidence their authority to deal with your affairs before we will accept instructions from them in relation to your Provider's Account.
  - 7.3.2. These Terms include any charges payable will continue to bind your personal representatives until your Account is closed.
- 7.3 If you are a company or similar legal entity and you are to wind up or close down your operations, whether because you are insolvent or not, the person who is responsible for this should contact us with such proof of authority to deal with your affairs as we reasonably ask for.

## 8 OUR AND YOUR LIABILITY

- 8.1 We are not responsible for the default, insolvency or other failure by a third party bank or settlement agent, clearing agent, depository, clearing or settlement system or any participant in one of them, but where we have acted in good faith but have not correctly transmitted any instructions that you have given us that we have confirmed we would in accordance with these Terms, and you have been unable to take reasonable steps to correct the matter directly we will restore your Provider Account to the condition it would have been in had the incorrect transaction not taken place.
- 8.2 We will not be responsible in any circumstances for any loss that you suffer because:

- 8.2.1. of circumstances outside our reasonable control, including but not limited to, delays in transmitting your Orders, changes in market conditions (including price fluctuations) before your Order is executed by your Provider and any change in the law;
- 8.2.2. it arises from circumstances that we could not have reasonably anticipated when you gave us your instructions;
- 8.2.3. of any delay which occurs whilst we verify your identity (or the identity of anyone acting on your behalf, or any other person authorised by you to make payment to the Providers Account or give instructions on your Account or Provider's Account or any entity through which you seek to contribute to your Provider's Account, or any person associated with such an entity) or your instructions;
- 8.2.4. we have, in good faith, acted on instructions that appear to be valid and given in accordance with our stated procedures;
- 8.2.5. our website, and related systems are unavailable (unless this arises as a result of our negligence);
- 8.2.6. you have provided us with inaccurate or ambiguous information;
- 8.2.7. you are unable to communicate with us partially or at all, using the internet;
- 8.2.8. of any machine or software malfunction;
- 8.2.9. you have failed to provide us with any information which we require;
- 8.2.10. of any error in data transmission; or
- 8.2.11. of your operating error.
- 8.2.12. If we cannot perform our obligations by reason of any circumstances beyond our reasonable control, we will take such steps as are reasonable and practicable in the circumstances with a view to minimising the effect of the event on our clients.
- 8.3. We will not be liable to you for loss of business, contracts, profits, anticipated profits, or anticipated savings however caused.
- 8.4. We do not exclude or restrict liability in any circumstances where liability cannot lawfully be excluded or restricted.
- 8.5. You will be liable:
  - 8.5.1. for any Charges reasonably and properly incurred under our Agreement or as a consequence of your breach of our Agreement;
  - 8.5.2. for the results of any error on your part or on the part of any other person even though we may, in our discretion, try to remedy the error; and
  - 8.5.3. for the results of any instruction being unclear or ambiguous.
- 8.6. You do not have any liability to us for claims, demands, liabilities, losses, expenses, or costs (including costs of any third party) that we bear as a result of a breach of our obligations to you or of our negligence, wilful default, or fraud.

## 9 YOUR OBLIGATIONS

- 9.1 To help prevent fraud and protect your Accounts and Assets, you must: (a) keep your Security Information secret at all times and not disclose it to anyone; (b) take all reasonable care to prevent unauthorised or fraudulent use of your Security Information by others; and (c) contact us without undue delay using the contact details provided if you know or suspect that someone knows your Security Information or is impersonating you.
- 9.2 If you cannot access us and need to contact the Account Provider, you can and should use their contact arrangements with you, particularly if time is of the essence for you.



- 9.3 As we do not execute Orders but may in conjunction with you transmit Orders to the Provider, you should take appropriate action with the Provider to minimise loss occasioned by your actions or omissions or errors directly with the Provider.

## Section C

### KEY DEFINITIONS

In this Agreement key words and expressions have the meanings set out below:

“Account” means the arrangement through which we provide our services to you; You obtain access to your account online, by completing our registration process and provide the registration credentials.

“Account Portal” or “Portal” means the designated section of the Company’s website through which you gain access to your personal account through which our products and services are made available to you, as well as your purchases and payments history, your balance due to us as well as your registration information.

“Registration Credentials”: are your Username and Password that gives you the right to register and login to your Account

Provider means StoneX Europe Ltd as a Cyprus Investment Firm, regulated by the Cyprus Securities and Exchange Commission (hereinafter “CySEC”) under the Investment Services and Activities and Regulated Markets Law of 2017 (Law 87(I)/2017) (the “Law”), with a License number 400/21. The Company is acting as an Approved Tied Agent of the Provider under the Cyprus Law 87(I)/2017.

“Provider’s Account” or “Clients’ Provider’s Account” means your Account with StoneX Europe Ltd as a Cyprus Investment Firm, regulated by the Cyprus Securities and Exchange Commission (hereinafter “CySEC”) under the Investment Services and Activities and Regulated Markets Law of 2017 (Law 87(I)/2017) (the “Law”), with a License number 400/21

“Provider’s Website” refers to the domain(s) registered for StoneX Europe Ltd under CySEC, utilized by the Company to provide services, which disclose among others the relevant policies and the Terms and Conditions for its clients.

“Terms and Conditions”, “Costs and Charges Policy”, “Order Execution Policy”, “Conflict of Interest Policy”, and any other reference to specific documents of the Provider, may be found on the Provider’s website.

“Charges” means the fees, charges, and other expenses, including, administration fees (for the general administration of your Account) and paid and subscription-based services as per the Section A “Paid Services and Subscription-Based Services”, all occur as a result of the operation of your Account and particularly set out in the client’s account on the Portal that explain our charging, that we will ask from you to settle;

“Client Reference” means the unique identifier we use to identify each customer (or username), and which is advised to you;

“Services” means the Services provided by **KQ Markets Europe Limited** described in this agreement consisting of the provision of our Website, the access to your Account as per the Section A. of this Agreement as well as, as applicable as per the Section B. of this Agreement when we are providing our services as a Tied Agent of the Provider, but excluding the provision of investment and ancillary services i.e. execution of Orders, the safekeeping of any clients funds and financial instruments, the provision of Investment Advice and personal recommendations as well as the provision of portfolio management services.

“Regulatory Requirements” mean:

any obligation that we or, where relevant, another person, has to comply with under any law or regulation (including any tax legislation, rules or guidance made by an applicable regulatory body including the CYSEC), or as the result of a decision by a court, ombudsman, or similar body, or

any obligation under any industry guidance or codes of practice which we or, where relevant, another person, follows, or

any other legal or regulatory requirement which is effective in Cyprus and to which we must give effect in operating Account or apply to your Provider’s Account and providing Services;