



TERMS & CONDITIONS

I. General

FSMSmart.com (referred herein as “the Company”) is a Company that provides investing and trading services, whereas the Company is operated by FSM Smart Limited where the company is incorporated under the registration number of 93905, and whose representative address is at Hertensteinstrasse 51 Lucerne, Luzern 6004, Switzerland.

The services that the Company provides online to the Client is subject to the following Services Agreement (referred herein as “the Agreement”), which the Client must read in its entirety by the Client prior to any usage of such services.

The Company advises the Client to bear in mind that this Agreement legally binds the Client and the Company.

II. Definition of Terms

Within this agreement, the following words and phrases shall have the meanings set out beside them (unless the context requires otherwise).

“**Account**” shall refer to either or one of the following:

Client Area Account – the Account in which the Client can check his/her transactions, and place or review his/her deposit or withdrawal requests.

Trading Account – shall refer to the platform which the Client can use to obtain information on Underlying Markets in real time, to make technical analyses of the markets, to make transactions, and to place/delete/modify Orders.

“**Affiliate**” shall refer to any entity that directly or indirectly controls the Company or vice versa. This term shall also refer to any entity directly or indirectly under common control with the Company; and “**control**” shall refer to the power to directly or indirectly control, or to the presence of any ground to manage the affairs of the Company or entity.

“**Agreement**” shall refer this Agreement, and other agreements and/or contracts authorized only by the Company, of which shall be between the Company and the Client.

“**Ask**” shall refer to the higher price in a Quote that the Client may use to buy purchases.

“**Balance**” shall mean the total financial result in the Client Account following the last Completed Transaction at any span of time.

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“**Base Currency**” shall refer to the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

“**Bid**” shall refer to the lower price in a Quote at which the Client may sell.

“**Business Day**” shall refer to any day excluding a Saturday or a Sunday. This also excludes any international holidays.

“**CFD**” shall mean Contract for Difference, which is a derivative financial tool based on the fluctuation in the price of the underlying asset.

“**Client**” shall refer to anyone who uses any kind of service that the Company provides and who has activated an account.

“**Closed Position**” shall refer to any finished position of an asset in the Client’s Trade.

“**Online Trading Platform**” shall refer to the software that the Company uses. It includes the aggregated form of its computer and/or every other type of devices the company utilizes. Further, it provides Quotes and enables the Client to obtain information in Underlying Markets, make technical analyses in the markets, enter into Transactions, and place/delete/modify Orders.

“**Completed Orders**” shall refer to any request by the Client to open or close a position that has been finished and executed in the Client’s Trading Account.

“**Contract Specifications**” shall refer to the principal trading terms for each type of CFD and/or type of Client Account as determined by the liquidity provider from time to time in its discretion.

“**Credentials**” shall refer to the Username and Password that the Company gives to the Client for accessing the company’s electronic systems.

“**Currency of the Trading Account**” shall refer to the currency the Client has chosen upon registration and in which the Client Account is denominated in; whereas the Client shall choose currency available provided by the Company.

“**Currency Pair**” shall refer to a quotation and pricing of currencies, and shall indicate the value of a currency by its comparison to another currency. The first currency is called the Base Currency, while the second is called Quote Currency.

“**Eligible Counterparty**” shall refer to the object or Underlying Asset of a CFD Transaction based on the change in the value of one currency against the other, consisting of the Quote Currency and the Base Currency, and showing how much of the former is needed to buy a unit of the latter.

“**Equity**” shall refer to the Balance and any Floating Profit or Loss that derives from an Open Position and shall be calculated as: $Equity = Balance + Floating Profit - Floating Loss$.

“**Error Quote**” or “**Spike**” shall refer to an error Quote having the following characteristics:

- a. Significant Price Gap; and/or
- b. In a short period of time the price rebounds with a Price Gap; and/or
- c. Before it appears there have been no rapid price movements; and/or
- d. Before and immediately after it appears that no important and macroeconomic indicators and/or corporate reports are released.

“**Event of Default**” shall denote the meaning given in paragraph 19.

“**Expert Advisor**” shall refer to a technological trading system that is designed to automate trading activities on an electronic platform/system. It can be programmed to alert the Client about a trading signal and opportunity. It can also trade his/her Trading Account, automatically managing all aspects of trading operations from sending orders directly to the Company Online Trading System, stopping losses and taking profit levels.

“**Floating Profit/Loss**” shall refer to the current profit/loss on Open Positions calculated at the current Quotes (added any commissions or fees if applicable).

“**Force Majeure Event**” shall refer to the meaning indicated in paragraph 20.

“**Free Margin**” shall mean the amount of funds available in the Client Account, which may be used to open a position or maintain an Open Position. It shall be calculated as: $Free Margin = Equity - Margin$.

“**Hedging**” shall mean Long and Short Positions of the same Transaction size opened on the Client Account for the same CFD.

“**Illegal Actions**” shall refer to any illegal, unlawful, fraudulent activities, such as money laundering, breaking into the Site, or attempting to do so.

“**Indicative Quote**” shall refer to a Quote at which the Company has the right not to accept any Instructions or execute any Orders.

“**KYC Process**” shall refer to any “**Know Your Client**” process that the Company is required to do under the Prevention and Suppression of Money Laundering Activities Law, as amended. All Applicable Regulations, which are designed to identify the Client, verify the identity of the Client, perform background-checks on the Client, construct an economic profile of the Client and assess the appropriateness of the Services to the Client.

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“**Leverage**” shall mean a ratio in respect of Transaction size and Initial Margin.

“**Long Position**” shall refer to a buy position that relatively stays on a certain value regardless of the movement in the Underlying Markets prices.

“**Lot**” shall refer to any unit used to measure the Transaction amount specified in the Underlying Asset.

“**Lot Size**” shall refer to the number of Underlying Assets in one Lot.

“**Margin**” shall refer to the necessary guarantee funds so as to open or maintain Open Positions for each type of CFD.

“**Margin Call**” shall refer to the situation when the Client’s Margin falls below secure or safe levels, cautioning the Client of risky Margin levels.

“**Margin Level**” shall refer to the percentage of Equity to Necessary Margin ratio calculated as:
$$\text{Margin Level} = (\text{Equity}/\text{Margin}) \times 100\%.$$

“**Margin Trading**” shall refer to Leverage Trading when the Client may make Transactions having fewer funds on the Client Account in comparison with the Transaction Size.

“**Open Position**” shall refer to any position, whether it be a Long or Short Position, that has not been closed or finished.

“**Order**” shall refer to an instruction from the Client to the Company to open or close a position executed in the Client Trading Account when the price reaches the Order Level.

“**Parties**” shall refer to the parties involved in this agreement, which are the Client and the Company.

“**Position**” shall refer to any CFD transaction that is transmitted for execution on behalf of the Client or entered into with the Client or executed on behalf of the Client under this Agreement.

“**Price Gap**” shall refer to the following:

- a. The current Quote Bid is higher than the Ask of the previous quote; or
- b. The current Quote Ask is lower than the Bid of the previous Quote.

“**Quote**” shall refer to the information of the current price for a specific Underlying Asset, in the form of a Bid and Ask prices.

“**Quote Currency**” shall refer to the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

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“**Quotes Flow**” shall refer to the stream of Quotes in the Company Online Trading System for each CFD.

“**Registration Form**” shall refer to the application form completed by the Client online to register for the Company’s Services under this agreement. Through this, the Company obtains information for the Client’s identification, his categorization, and appropriateness in accordance with the Regulations, among other things and services.

“**Retail Client**” shall refer to a specific kind of Client that can use the services of the Company as long as he/she meets the requirements set by the Client Classification Policy.

“**Scalping**” is a form of trading strategy in which the Client places (or tries to place) numerous transactions and close trading positions within a relatively short period of time or less.

“**Services**” shall refer to each and every service that the Company offers to and performs for the Client.

“**Short Position**” shall refer to a sell position that rises in value if underlying market prices fall.

“**Site**” shall refer to the domain and any mobile site or application owned, operated, or hosted by the Company under FSM Smart Ltd. and Memphis Investments Sp. z o.o.

“**Size**” shall refer to the Lot Size multiplied by the number of Lots.

“**Slippage**” shall refer to the difference between the expected price of Transaction in a CFD, and the price the Transaction is actually executed at. This often occurs in periods of high volatility making an Order at a specific price impossible to execute.

“**Spread**” shall mean the difference between Ask and Bid of an Underlying Asset in a CFD at that same moment.

“**Swap**” shall refer to the interest added or deducted for holding a position open overnight.

“**System**” refers to meaning indicated in paragraph 39.

“**Trailing Stop**” shall refer to a stop-loss order set at a percentage level below the market price for a long position. This is adjusted as the price fluctuates.

“**Transaction**” shall refer to any deposit or withdrawal requested or done by the Client.

“**Underlying Assets**” shall refer to the underlying asset in a CFD that may be Currency Pair, indices, metals, commodities, and forwards or any other asset available for CFD trading with the Company according to the Company’s discretion from time to time.

“**Underlying Market**” shall refer to the relevant market where the Underlying Asset is traded.

“**We,**” “**Our,**” or “**US**” shall refer to the Company, its subsidiaries, affiliates, employees, directors, officers, agents, suppliers, consultants, and/or contractors.

“**You,**” “**Your,**” or “**the Client**” shall refer to any user of the Company’s services.

Capitalized terms that are not specifically defined herein shall, where relevant, have the meaning awarded to them in the relevant document incorporated in this Agreement by reference.

References to this Agreement shall be to this Agreement together with all documents incorporated by reference to this Agreement forming an integral part of the same.

1. Subordination Agreement and Binding Effect

Accomplishing the official registration of the Client in the Company, along with the specified procedures hereafter, will be considered as an Agreement and will be taken as consent to the authority of the Agreement. Therefore, the Client will be considered bound to the Agreement and its conditions, terms, and regulations, which include amendments done from time to time without prior notice.

Both of the parties involved shall be bound by this Agreement, and will serve as an intermediary for the relationship of both sides. Signing this Agreement will not be necessary to be deemed as an agreement to the content of the terms in its entirety and is considered as a distant contract where the Agreement will be considered as the automatic agreement between the two parties and should be treated as if it were duly signed. Clients may file a request for an official signing of this Agreement by contacting the Company via email in a span of fifteen days.

2. Use of Service

Clients will be given permission and access to the services provided by the Company if he/she complies with the following provisions:

Upon the time of registration, the interested party must be eighteen years old or at the legal age set by the government of the Client’s locality. The Client must have means of using a payment method recognized by the Company. The Client should also be authorized to use the specific payment method without violating laws and regulations from using the services of the Company.

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The Company's services are offered only to users who are not restricted by their governing jurisdiction's laws and any other regulations applicable. Services will not be offered to those prohibited by such laws. The Client shall not participate in such activities then; the Client shall

agree, warrant, and ensure his/her compliance with all regulations and laws applicable. Invitations, offers, and other promotions from the services do not translate to a guaranteed legal access to any of the services by the Company. The Client shall be held primarily responsible for determining whether he/she is eligible to legally access the services offered by the Company or any of FSMSmart's authorized representatives. The Company will not issue any statement or warranty of the legality of FSMSmart's services on the jurisdiction where the Client is residing or currently located. It will also be the Client's sole responsibility to ensure his/her compliance with the laws applicable to his/her prior to registration or access to the services through the Site and/or the Company.

The Company will have the right to cancel or reject any request of access to the Site's services should any violation of the terms mentioned in this Agreement occurs.

3. Client Account Creation

Following the completion of the registration form, as well as the submission of the documents required by the Company in the creation of an account, the Company will conduct a check of the documents and information required and submitted. Confirmation through the potential Client will then be sent via email regarding the acceptance or rejection of the registration.

Binding of the Client to the Agreement will be immediate after the notice of successful registration has been sent to the Client as well as the creation of an account.

Following the acceptance or the approval of a client's application or account creation, the Company will require an initial deposit prior to the activation of the account. The minimum initial deposit required may be changed and determined by the Company from time to time.

4. Client Categorization

Based on Applicable Regulations, the information given by the Client to the Company in the registration form, through the Site or through the documents submitted, will be used to determine how the Client will be classified. The Client will be classified as (a) an individual or retail Client; or (b) a professional Client under a business Trading Account that also happens to be an Eligible Counterparty, or those who hold authorization in financial markets operations. By agreeing to the terms of the Agreement, the Client accepts such methods. The Client will be informed of his/her

classification by the Company via email.

It's the Client's sole responsibility to inform and/or notify the Company of any changes in the information submitted in the registration and opening of an account. The Company will use the completeness, accuracy, and truthfulness of the obtained information in the classification of the Client.

A specific criteria set by the Company on its Client Classification Policy may be requested by the Company from the Client in such events. Failure of the Client to meet the requested criteria may result to the rejection of the request for a classification change. The Company reserves the right to conduct a review of the Client's category from time to time and change the classification if found necessary.

5. Client Suitability and Appropriateness

The Company does not assess a financial instrument's compatibility with the Client's chosen transaction or requested services. Therefore, the Client may not be provided with any protection or regulation protection while the Company provides services such as order executions, transmissions, and receptions.

In order to determine if a service, product, or promotion offered by the Company suits the Client or not, information regarding the Client's familiarity with his/her investment may be obtained. This is subject to all applicable regulations that the Company is obliged to follow. If the Client fails to provide such information, it may result to the inability of the Company to determine the appropriateness of its services for the Client. Therefore, the Company will assume, based on the information that the Client has given; that the Client is sufficiently familiar with the transactions. The Company will not be held liable for any incomplete information regarding the Client's familiarity with the services and transactions.

6. Services

The Company may choose to offer the following services to the Client after the fulfillment and accomplishment of the obligations given to the Client:

- Client order receiving and transmitting in CFDs
- Order execution for clients in CFDs
- Provision of foreign currency services as long as reception and transmission services are associated. The Company has the right to withdraw a part or the entirety of a service temporarily or permanently. The Client agrees that the Company does not hold any liability in giving the Client a reason for denial of services.

7. Investing Advice

The Company may not advise the Client in any form about the possible results of a transaction. The Client agrees and acknowledges that any of the services provided by the Company does not come with any investment advice regardless of services offered, including access to financial instruments, CFDs, and underlying markets.

Transactions will be considered as taken by the Client in his/her own judgment. Therefore, he/she is primarily and solely responsible in determining the possible outcomes of his/her appraisal of a transaction, including the potential risks.

The Company does not hold any liability or duty to provide any legal, tax, or other investing advice in connection to its transactions with the Client. Independent advice may be used by the Client before undertaking any transaction.

8. Market Influence

While the company may provide the Client information like market news, and updates (such as commentary on the financial markets, news reports, recommendations, and other related financial or investment advice) the following terms will still take effect:

- Such news, information, and updates will not be held against the Company.
- Any piece of information or advice given by the Company is not guaranteed to be accurate, correct, or complete, and may result to different consequences, such as risks or losses being incurred by the Client.
- Information given to the Client, whether it has influenced his/her decision or not, will be considered as his/her own and will not guarantee positive results and financial merits for the Client.
- Information sent to the Client may vary individually based on time, language, or jurisdiction. The Company does not guarantee the times of the information sent to the Client to be at all instances accurate.
- The Client agrees not to distribute any information, documents, and/or even a piece of advice that may not be intended for the use of other persons or clients.

All information sent to the Client, including, but not limited to, market updates or investment advice, are set to change any time without prior notice.

9. Currency Conversion

The Company holds the right to change and implement any conversions in currencies without prior notice whenever necessary. Such instances include the need to make deposits and to conduct transactions or place orders as part of the Agreement between the Client and the Company. The Company will regard the current exchange rates as the basis for any conversion made. The Company will also choose the most reasonable exchange rates to follow. Any risks of foreign currency exchange that may result from any transaction must be acknowledged by the Client. The Client must also acknowledge the rights of the Company to exercise such actions under any Agreement and/or regulation.

10. Commissions, Fees, and Other Expenses

All services the Company provides are subject to charges that the Client has to pay, such as commission fees, taxes, CFD daily funding, and other costs. The Company can rightfully impose such charges under the contract specifications provided by the Company.

The Client is expected to shoulder such costs, including, but not limited to:

- CFD value, which may show specific costs in percentage. The Client will then be solely responsible for understanding how the amount of the charges will be calculated.
- Fees, commissions, and other benefits in non-monetary form may be paid to the Company from third parties, as well as other parties allowed under the written applicable regulations, when services are being provided to the Client. Information on such fees or benefits may be requested by the Client.
- Details of any costs or taxes that the Company is required to pay on the behalf of the Client will be issued to the Client. The Client may also be held liable in situations when other taxes have not been collected by the Company. The Client may consult third-party advisors in cases of doubt or concerns over incurring more tax fees or responsibilities.
- The Client is held solely responsible for any filing, tax returns, and reports on any transaction which should be made for any and every relevant authority. He/she will also be held responsible for payment of all kind of taxes, whether brought about by or in connection with any transaction done with the Company.
- CFDs conducted by the Company are related to open-ended margined products and may require daily funding
- Costs or other fees not paid in accordance with the signed Agreement and/or this Agreement will be subjected to interest rate on an annual basis for each working day until the amount is settled.

Costs and expenses may change from time to time without prior notice.

11. Account Confirmation and Statement

Any status confirmation, account status, confirmation on orders, and other messaging transactions between both parties may be sent through an electronic form where a record will be kept by the Company.

The Client should provide a working and valid email address for the aforementioned reasons and other applicable terms. The Client will be responsible for informing the Company of any changes in his/her email address, and on any other relevant information. The Client may contact the Company in cases of irregular confirmation messages and other similar issues via email.

The Company will provide an online account access to the Client through email should the Client successfully submits sufficient information. The information will also be used in the creation of such account.

12. Language

The Company and its representatives use English as the official communication medium through which information, terms, and other documents will be made available at the Company's official Site. Even though English serves as the official communication medium, other contracts and/or documents may as well be translated into other languages, which the Company shall provide. Translations or other versions of these said terms or documents will not result in a different legal result or effect, therefore leaving the Company without liabilities on how other versions will be interpreted.

13. The Site, Company Online Trading System, and Safety

Unauthorized and/or illegal use of the Company's Online Trading System may result to temporary or permanent account suspension or termination if such actions or transactions are considered as endangering the Client and/or the Company. Furthermore, such sanctions will be given to any action that threatens the Company's integrity, violates any terms set by the Company, and/or leads to a system failure.

The management or maintenance of necessary equipment needed to transact or communicate with the Company, as well as to access its online platform, will be the responsibility of the Client. While the storing, displaying, reprinting, analyzing, and/or reformatting of the information given by the Company through the Site or the Online Trading System are allowed; however, publishing, transmitting, and reproducing the given information to any third party shall

not be permitted.

The alteration, obscuring, or removal of copyrights or trademark and other similar terms in connection with the provided information will also be prohibited. The use of the materials and the system given by the Company must be acknowledged to be for personal use only.

Client information and transaction records must also be kept confidential and should be in written form. In case the Client suspects another party has the same access data or information as he/she possesses, a notification must be sent to the Company to avoid any further damage or loss. The Client will not be able to place orders until his/her personal data have been replaced.

Cooperation of the Client will be required in any investigation that is conducted by the Company in cases of information and data leakage as well as inappropriate use of information. Moreover, the Company will not be held liable in cases of unauthorized access. Other agreements signed between the two parties are subject to this Terms and Conditions.

14. Confidentiality, Personal Information, Calls Recording, and Other Records

Information may be collected by the Company regarding the Client from a number of groups or governing agencies such as banks, financial institutions, fraud prevention agencies, regulatory agencies, and public register providers. The Company will treat the Client's information as confidential. The information will not be used for any other purposes other than in connection to the investigations held by the Company.

However, the Client's information may be disclosed on the following circumstances:

- Request from law or high court.
- Regulatory law requests from the jurisdiction that has the power over the Company and its associates.
- Third party execution where orders and other ancillary purposes require such information.
- Investigation by related authorities in prevention of illegal activities such as fraud and money laundering.
- Professional advisors from the Company with the confidential nature of the Company being informed beforehand.
- Company affiliates
- Third parties in-charge of maintaining and processing the system database, as well as record keeping companies and other similar service providers
- Authorized organizations

The Company is not obliged to provide the Client respective information, and therefore may decline requests from the Client.

Individuals or groups may be given copies of the aforementioned information, but only upon the consent of the Client and the provision of a specific fee.

Agreement to these terms affirms the Client's consent to his/her personal data being placed under these provisions and the laws of the jurisdiction in which he/she currently resides in.

15. Amendment of the Agreement

Unless said or indicated elsewhere in this Agreement, the Company holds every right to amend the terms of the Agreement at any given time, and with any given Client; the Company will proceed to give the Client a written prior notice of the said amendment.

Following the said rights, the Company can and will, from time to time, edit and amend this document of Agreement and other rules and policies that the Client has agreed upon. The Company reserves every right to do such amendments at any given time. Thus, the Client must accept regulation and amendment policies the Company has.

16. Termination of the Agreement

Either one of the Parties involved may terminate this Agreement with expeditiousness, provided they send a Written Notice to the opposing party 14 business days prior to the actual date. The actual termination of the Agreement will exclude any commitment that was contracted prior to the termination date by either of the Party. This is to pave the way for the Open Position or any legal rights or obligation that were previously agreed upon, be it with Transactions or operations under the deposit and withdrawal.

In the event of Agreement Termination, the remaining amounts of payables left behind by the Client will promptly become due and payable, including (but not limited to):

- Every remaining and pending costs and amounts payable to the Company;
- The remaining reserves and funds that are compulsory to close the positions that the Client opened;
- Any remaining outlays and fees from the termination of the Agreement and charges that may add up when the Client decides to move his/her existing investment to another investment firm;
- Every remaining balance and costs the termination entails. These include concluded Transaction fees and other remaining responsibilities done by the Client with the aid of the Company;

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- Every charge and fee imposed and/or planned to be imposed by the Company as results of the Agreement termination;
- Any potential damage compensation that transpired while the arrangement takes place or any other agreement of unsettled responsibility;
- Client's fund transfer payment;
- Every commitment to finishing any existing trading volumes

The Company also reserves the right to do the following without prior notice in the event of an Agreement Termination:

- Retain and hold the Client's existing funds as the potential payment for the entire persisting obligation the Client has to the company;
- Amalgamate all of the Client's existing accounts and integrate all the remaining balance from the said accounts as an effort to indemnify the said balances;
- Suspend the Client's account or thoroughly close the Client's account;
- Apprehend and hold the Client's ability and power to access the Company's online trading platform;
- Convert existing currencies on the Client's funds;
- Eliminate and adjourn every Open Position and decline orders from the Client.

17. Default

The following events compose an "Event of Default":

- The Client is proven to be engaged in any form or use of scalping/arbitrage/Expert Adviser/illegal activities as instituted in this Agreement;
- The Client's failure to issue and comply with any initial margin and hedged margin, or any failure to comply with the obligations and commitments under this Agreement;
- Any delineation from the Client that are proven false;
- The Client's inability to compensate any possible dues and obligation to the Company;
- The event where the Client dies or is deemed lost or absent;
- The event where the Client tags the company in any fraudulent or illegal activities;
- The events where the Company deems the Client involved in any form or way of money laundering and other punishable criminal activities.

The Company may take the following actions if the Event of Default happens:

- The Company reserves the right to abolish this Agreement and execute any, if not all, of the actions stated in the Termination of Agreement;
- Amalgamate all of the Client's existing accounts and integrate all the remaining balance from the said accounts as an effort to indemnify the said balances;
- Suspend or thoroughly close the Client's account;
- Apprehend and hold the Client's ability and power to access the Company's online trading platform system;
- Eliminate and adjourn every Open Position;
- Decline the Client's orders;
- Decline the Client's request to create a new Account.

18. Force Majeure

The event of Force Majeure encompasses, with or without limitation, the following occurrences;

- Government actions that include the following: war, threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, and economic and political crisis;
- Natural Calamities: earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic, or other persisting natural threats that were not mentioned;
- Labor debates and similar lockdowns;
- Delay and deferment on the Market, e.g.: A regulatory ban or any other legal decisions from the government and other governing bodies in the current market;
- The temporary banning of any financial services from the government and other governing bodies in the current market;
- Technological difficulties. System failures and breakdowns, and a whole scale malfunction; and
- The adjournment and suspension of any current market or the actual event where the Company is asked to relay its Quotes;

If any of the aforementioned events or situation happens, or a Force Majeure event happens, the Company reserves every right to do the following actions:

- The Company can and will increase the existing margin requirements without any prior notice;
- The Company can and will close every existing Open Position;
- Apprehend and revamp the existing Terms and Agreement;
- Increase the existing spreads; and
- Decrease the existing leverage.

The Company won't be held liable for any type of losses and/or damages that may occur in any failure and/or negligence during the event of a Force Majeure.

19. Limitations of Liability and Indemnity

The Company shall not be held liable for any loss, expenses, or damages suffered by the Client arising from any inaccuracy or mistake in any of the information, recommendation, news, information relating to the transactions, market commentary, or research that the Company provides. The Company has the right to void or close any transaction during any of the circumstances specified in the Agreement. Subject to this right, any Transaction after such inaccuracy or mistake shall nevertheless be considered valid and binding for all intents and purposes on both parties.

The Company will not be held liable for the possible damages and losses that may arise during the (but not limited to the) following:

- Any mistakes and miscalculation in the usage and handling of the Company's Online Trading System;
- Any continued or prolonged delay by the Client Terminal;
- Arrangements, negotiations, and settlements that are made through or by the Client Terminal;
- Any event where the Company fails to fulfill or execute some or any of its obligations under the Agreement that leads to a Force Majeure Event, or any similar events or occurrences beyond the control of the Company;
- Any event where an act of negligence or exclusion has been committed by any third party;
- Misuse and mishandling of any information made and given by the Company to the Client ea. Access Data;
- Every order and/or instruction made under the Client's Access Data;
- Prohibited engulfment of any accessible information via third party or a third person such as: electronic addresses, electronic communication, personal data, and Access Data through the means of internet, or other network communication facilities;
- Any event where an Order for Execution is postponed or suspended;
- Currency uncertainty and unpredictability;
- Failure to meet the set deadline;
- Uncertainties and unpredictability that relates to CFDs trading;
- Any omission and swings on the current tax rates; and
- Any event where the Client takes guidance and direction through or on Trailing Stop and Expert Adviser, which is considered as illegal trading.

The Company holds its right against any liability claims in the aforementioned events that may include (but are not limited to) losses, damages, profit loss, opportunity loss, and other relative affair or phenomenon that the Client may suffer under the current Agreement.

20. Representations and Warranties

The Client constitutes and promises to the Company the following;

- All information from the Client, which will be approved and received by the Company through the Registration Form, and at any time, is considered to be true, accurate, and complete. The documents provided by the Client and approved by the Company are also expected to be genuine, authentic, and valid.
- The Clients also vow that they have read and understood all the terms and clauses of the Agreement which includes information and documents which can be used in such events; 1. Authorization by the Client to pursue an Agreement and to proceed orders, 2. Make pleas and directives to execute some or all obligations hereunder;
- The Client vows to act as the primary representative and doesn't act on the behalf of some else. If such event happens, the Company can add an exception given a written request is passed and necessary documents and information have been received and sifted by the Company;
- The Client vows that he or she is the individual who finished the aforementioned Application Form, or if such occurrences happen; 1. The Client is a part of a bigger company that of an individual 2. The Client permits, on his or her behalf, any authorization to do so;
- The Client vows to operate and function under the agreement and pledges to not transgress, breach, and infringe the existing laws and rules applicable to the Client, and the jurisdiction and legislation in which the Client is located;
- The Client vows that the proceeds and funds he or she uses weren't acquired illegally or through fraudulent activities and aren't used to reinforce and finance terroristic behaviors and terrorist groups;
- The Client vows that the funds are free of charges and other similar obstructions;
- The Client vows to understand their chosen type of Financial Instrument;
- The Client vows that he or she is not Politically Exposed
- The Client vows to understand that the current market and the Financial Instruments will hold no restriction, but seldom consider the Client's nationality and religion.

21. Client Acknowledgements of Risks and Consents

The client unambiguously accepts and acknowledges the following;

- The Client agrees and understands that trading in CFD is not meant for all of the conglomerates and that there is a greater risk that entails with great losses and damages that vary from small scale to large scale; such damages include but not limited to, loss of money, additional expenses, and additional commissions.

Terms and Condition of Services Agreement

- The Client agrees and understands that trading with the Company's Online Trading System carries the same risk and instability as the CFD.
- The Client agrees and understands that he or she is not required to deliver any of the Underlying Asset of the CFD, neither the ownership thereof;
- The Client agrees and understands that there will no longer be dues on the funds that the Company accommodates in his current account;
- The Client agrees and understands that trading CFD means that he/she is trading for the possible outcome and the potential price of the current and Underlying Asset and that the actual CFD trading does not materialize on the Regulated Market, rather through the Over-The-Counter or OTC;
- The Client agrees and understands that the use of Trading Robots is strictly prohibited;
- The Client agrees and understands that the lack of activity within the Client's account for a month will prompt a \$10 penalty for every month.

The Client asserts and substantiates that he or she has an established internet connection every day and gives the Company permission to provide necessary information, which includes but not limited to, amendments data, costs, fees, and the terms and conditions within this Agreement.

22. Non-Exercise of Rights

Failure of the company to seek compensation for violations as well as enforcing stern performance on any level under the terms of the agreement as well as the failure to enforce upon any right or remedy the company has set under the agreement will not form a required thereof.

23. Assignment

The Company holds every right to amend and shift any of the existing rights, welfare, responsibility which is under this Agreement.

24. Introducer

The Company does not hold any responsibility and liability for the events where the Client is introduced to the Company through an Introducer. The Company holds every right and states that the Introducer is not affiliated with the Company and holds no attachments to any of its agreements and conditions.

The Client agrees and understands that the Agreement made with the Introducer entails new costs which include charges, payments, and commission.

25. Third Party Authorization

The Company provides the Client with the option to appoint and designate a third party to do several tasks on his behalf which includes; placing of Orders to the Company, operate separate matters that are related to the Client's current Account or anything on this Agreement through a written notification sent by the Client, which will then be processed and fulfilled by the Company.

The Company will also continue to take orders and operations and will be held valid from the third party until the Client forwards a written notice. The said notice is expected to send 14 days before the exact termination date.

26. CFD's Trading

This Agreement also encompasses the CFD Transactions; the Company can act on individual CFD Transaction such as orders made directly from the Client to the Company or through the Company's Online Trading System.

The Company will operate and manage base on the Client Access Data without hesitations and further questions, the Orders will remain valid and will be completely intact with Client and its Client Access Data.

One more thing to note, the Company will completely and thoroughly follow the Client's request for the order execution along with the agreed terms. The Company won't be held liable for any mishandling and inaccurate information with the Order. The Company also views the Orders as concrete and will eventually proceed with the Transaction.

All Orders are expected to be placed and executed or modified and removed within the allowed trading time; all late Orders will then promptly take the next trading session.

The Company will also be putting the open spot positions a day over the next business day, after closing the business in the relevant Underlying Market. Furthermore, the Company also reserves the right to close existing open position under thorough discretion.

The Company will, but not constrained to, at the highest circumspection, proceed with the Client's request, pursue its Orders even outside the normal CFD trading hours.

The Company, at times, will also imply earlier cut-off times for Orders and the Client will not be presenting any claims against the Company to an Order that may fail to take a certain placement. This also goes to invalid and inaccurate type and time of the given Order by the Client. The lack of time means an Order will be invalid. The Company also reserves its right to clear all pending orders in the event of the Client Account Equity drops to zero.

The Company apprehends the use of any Scalping activity and other similar high-speed trading activity, a ban or an account disabling may be implied without any prior notice. Furthermore, the Company reserves its right to cancel and remove pending and on-going orders which are deemed to be involved in scalping activity.

27. Margin Requirements

The Client is also required to maintain and perpetuate the Initial Margin and/or Hedged Margin that is set by the Company. The Client is expected to be more knowledgeable and it is their sole responsibility to understand how Margin is computed and figured.

The Company also reserves the right to change the Margin requirements at any given moment and time. The Company then immediately delivers a written notice two days prior to the actual implementation or change.

If an event regarding the falling of Equity well below the required margin at any given time, the Company reserves its right to close some or all of the Client's Open Position without prior notice and without the Client's consent. It is the Client's responsibility to mention and indicate to the company as soon as Margin payments grow stiffer and the necessary may not be reached. Although the Company may, from time to time, make Margin Calls, it won't be their duty to do so. In the event where the Client fails to resolve his/her situation before the Margin drops, open trades may close automatically due to Stop-out.

Margins are expected to be fulfilled monetarily in the Client's current Client Account; furthermore, nonmonetary Margin remains unacceptable.

28. Client Money and Client Account

The Company reserves its right to hold the Client Account and its existing funds following the Applicable Regulations unless the Client and the Company performs a written contract between both parties is made.

This means that the Company will continue to segregate Client's money and is voided for the internal and external use of the Company's own agenda and business. Furthermore, the Client's money can be combined with other Client's money in the same bank account. Overnight deposits are also acceptable with the inclusion of keeping any interest.

The Company reserves its right to deposit the Client money on any third party given they have a security interest, lien or right of set-off in relation to that money. Another circumstance where the Company can deposit the Client money to a third party is for a collateral/margin purposes.

Furthermore, the Company holds the right to create an unsecured claim against the third part, on the behalf of the Client; this event may lead to uncertainty and perilousness, in this event, the

Company will not be held liable nor responsible for the varying results.

CFD profit and loss from trading are automatically deposited or withdrawn from the Client's existing Client Account once the Transaction closes.

The Company holds the right to close a Client's account if the least fund of the Company's minimum required deposit, which may vary in different currencies, is reached. Furthermore, the Company, with their sole discretion, can charge the Client with the possible bank charges or any related charges. The Company will notify the client in the event of such things.

The Company also holds the right to charge a specific amount for account maintenance for Client Account that has idly existed for a calendar year or more, this is to maintain the Client Account and keep it open and is for the existing bank charges and other related entrustments.

29. Lien

The Company is required to have a general lien on all of its Client's cash as held by the Company or its Associates nominees on behalf of the client until the fulfillment of the Client's responsibilities.

30. Netting and Set-Off

If the Client's collective amount of payable matches the company's, the firm will have the power to regulate that the mutual responsibilities to either make payments set-offs or cancel them ultimately.

If the collective amount of payable by a sole party surpasses the collective amount payable by the other party, the party with the larger collective amount shall cover the remaining values to the other party. All responsibilities to make payment will be automatically gratified and cleared.

The Company has the right to collect the entire client accounts to consolidate the balances in the said accounts and to set-off such balances.

31. Reconciliations

The Company will perform reconciliations of records on a regular basis; client money with records that the Company holds in secondary and/or other Client Account(s). If a transfer is needed to or from the other Client Account(s), such transaction will be done by the close of

business on the same day that the reconciliation was performed.

32. Deposits, Withdrawals, and Refunds

Any client of the Company may deposit money in to their respective account at any time possible. Deposits can be done by bank transfers, Swifts, E-wallet, debit / credit cards or any other methods of automated money transfers accepted by the Company. The Client should also conduct these processes as the originator.

The Company will credit the account respectively. It will take at least one (1) business day once the specified amount is settled with the bank account of the Company. The required amount will be the net of any succeeding transfer payments plus any other charges incurred by the Company in regards with the Institution that holds the Funds.

Furthermore, The Company will also have the power to decline any third party or anonymous payment transactions for the Client's Account.

The Client should know that the funds shall only be deposited in his or her trading account once the Company approves the transaction. The Company will then identify if the money deposited was authorized by the Client or any legal representative.

The Company will have the right to reject any transactions if it is either lacking in requirements, illegal, and/or simply unauthorized. The Company will consequently send back or return these funds despite the transfer fees or any other charges experienced during the whole process. The Company shall also send back funds the same way they are transferred to the Company.

The Company shall perform withdrawals depending on the available time of the Company Online Trading System. A receipt of application for withdrawal will be needed before performing the transaction.

The withdrawal shall be done using the same transfer method used when acquiring the funds minus the any transfer fees or other charges incurred by the Company.

The Company may also decline any faulty withdrawal request applied by the Client. More so, the Company can suggest an alternative if the Client was denied from a specific transaction that he/she requested.

Once the Client fully meets the requirements (including, but not limited to) below for the specified transaction, the Company will then process the request within two business days.

- The withdrawal method with the correct and authorized data provided by the Client.
- A banking instruction directing the Company to transfer funds to/from the Client's Account.
- The Client has available balance available for withdrawal, of which the minimum amount shall be determined by the method of receiving.

- The Client should not have any pending and/or open trades in his trading account.

Withdrawals are exclusive to Clients only. The Company has the rights to decline any withdrawals done or requested through third party or anonymous accounts; as the Company reserves the right to request.

33. Transfer of Funds Between Clients' Accounts

If a client wishes to transfer a specific amount to another one, both parties should sign and submit a specific instruction form to the company requesting such transaction.

The Company holds the rights to reject such transaction once found illegal or if it misses any of the required directives.

34. System Operation

The system used by the Company is a trading platform which comprises of various trading features intended for electronic trading transactions and related transactions. Accessible in most computers, operating systems, browsers, tablets, mobile device, and other electronic devices, the platform is owned by licensor which allows electronic trading transactions.

35. Powers and Authorities of the Company

The Company has the responsibility to protect the entire website from any potential malfunctions. However, if a technical failure has occurred in the system for any reason, the Company will then have the right to cancel any participation in any of the offered services. Additionally, the Company will only be liable to the Client's participation only which would include the participation fee done in any of the services; the Account will be credited accordingly.

The Company also reserves the right to withdraw, dismiss, alter or end any services if for any reason, the Services cannot be directed or used as planned. This will include but not limited to, infection by computer virus, bugs, tampering or unauthorized intervention, fraud, technical failures and/or any other causes beyond the Company's control.

If any inaccuracies and miscalculations result in awarding payouts to the Client or in an increase in payouts owed or paid to the Client, he/she shall not be entitled to these payouts. The Client is required to directly advise the Company of the error and shall recompense any payouts credited

to his/her Account.

The Company has the rights to limit, refuse, or terminate any trade made by the Client regardless of whether such termination was attributable to his/her actions on any third party. The Company will credit an account once an act of fraud or any other actions taken against the Company or any third party if it affected the Client's participation fee.

The Company reserves the rights to amend, modify, or discontinue, from time to time, any of the bonuses and/or promotions and/or introduce new Services, bonuses, and/or promotions, without prior notice. The Company is not responsible for any damages that a client undergoes.

36. Reservations Concerning Company's Responsibility

General terms and conditions hereby, the Company shall bear no responsibility in event of any technical error or malfunction of any lines or network. The Client shall solely bear all the corresponding risks and consequences upon entering the site and using the services offered and we will not be liable for any damages or loss that will arise upon the suspension or termination of the site or any of the services offered.

The Client acknowledges, by his/her use of the Site and/or other sub-sites operated by the Company, that all information, software, products and services are provided without warranty of any kind, and the Company disclaims any warranty whether expressed or implied.

The Company shall not be responsible in the event of systems or communications errors, bugs, or viruses relating to the Services and/or the Client's account, or which will result in damage to the user's hardware and/or software and/or data. The Company is not responsible for any occurrence of any omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of data or information and any direct or indirect loss.

To the full extent permissible by law, the Company disclaims the responsibility of being liable, even if FSMSmart was notified of such danger, of any damages for lost of revenue or data incurred by the user or any third party whether in an action for contract or tort arising from the access of the site, whether direct, indirect, incidental, special, and/or consequential. The Company is not responsible in instance of failure and malfunction regarding the system, servers or providers, computer equipment, software web site, Wi-Fi, Bluetooth, computer, mobile site or mobile application.

The Client will secure the Company from any legal responsibility against all direct and indirect claims, losses, expenses and liabilities arising from breach of this agreement and use of the site and/or the services. The Company shall bear no responsibility of assessing whether or not the Client understands the nature and risks associated with using the services or whether or not you have the necessary knowledge or information regarding FSMSmart's services.

THE SITE AND ALL ITS CONTENT INCLUDING THE SERVICES OFFERED AND SOFTWARE USED ARE WITHOUT WARRANTY, WHETHER EXPRESS OR IMPLIED. THE PLATFORM MAY NOT WORK ERROR-FREE OR UNINTERRUPTED. WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, SATISFACTORY QUALITY OF THE SITE'S CONTENT, THE SOFTWARE USED AND THAT THE CONNECTION WILL BE UNINTERRUPTED, OR WILL BE FREE OF BUGS OR VIRUSES. ACCURACY OF INFORMATION, COMMENTARIES OR ANY RELATED MATERIALS PROVIDED ARE NOT GUARANTEED. THE CLIENT SHALL SOLELY BEAR ALL THE CORRESPONDING RISKS AND CONSEQUENCES UPON ENTERING THE SITE AND USING THE SERVICES OFFERED. THEREWITH ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION AS TO THE OPERATION OF THE SITE AND ALL OF ITS CONTENT.

TO THE FULL EXTENT PERMISSIBLE BY LAW, WE DISCLAIM ANY WARRANTY AND CONDITIONS WHICH COMPRISE OF, BUT NOT LIMITED TO, WARRANTIES OF SATISFACTORY QUALITY, LACK OF VIRUSES, COMPLETENESS OF INFORMATION AND ACCURACY OF RESPONSES AND RESULTS, LACK OF NEGLIGENCE, MECHANABILITY AND NON-INFRINGEMENT TITLE. THE COMPANY IS IN NO EVENT LIABLE FOR ANY DAMAGES IN CONSEQUENCE OF THE USE OF THE PLATFORM FOR YOU ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE CLIENT ACKNOWLEDGES, BY HIS/HER USE OF THE SITE AND/OR THE PLATFORM MAY NOT WORK, AND/OR ERRORS MAY OCCUR, AND/OR MAY BE INTERRUPTED, AND THAT THE USE OF THE SITE IS OF AT THE CLIENT'S SOLE RISK.

37. Intellectual Property

The System is licensed and protected by international copyright laws and treaties in accordance with the terms including the warranty disclaimers and limitations of liability. Intellectual property rights regarding the site and all its content, including but not limited to, graphics, software, files, programs, videos and audios shall remain sole property of the Company and its operators and shall not be used without written express approval. The System is licensed as a single product and may not be separated from its component parts.

In accordance with this Agreement, the Client shall not acquire any rights and therefore prohibited from copying, redistributing, publishing, decompiling, disassembling, modifying, translating, reverse engineering, and/or making any attempt to access the source code of the Site and its content. The information shall not be reproduced, and must not be distributed or to any other person or used in any way without the express approval of the company. The System shall not be modified or any copyright or trademark included in the System.

This includes all rights to intellectual property including, but not limited, to inventions and improvements, trademarks, patents, designs, copyright, any corresponding property rights under the laws of any jurisdiction. Without detracting from the provisions of this Agreement, you may not sell, rent, lease or lend the system. Violation of these terms or failure to comply may result to suspension of the Client's use with or without notice. The Client's account and his/her use of any of the Company's service may be terminated in case of abuses, at the sole discretion of the Company.

38. Advice and Information

The Company is not responsible to provide the user any advice regarding the use and the consequences of the use of the Site and all its content. Upon entering, the Client therefore agrees to be solely responsible for making his/her own judgment and bearing the risk of entering the Site.

The Client agrees to have the necessary knowledge to make his/her own investigation and evaluation of the risks of using the Site. FSMSmart's services are of without warranty and may not meet the Client's requirement. Accuracy of information, commentary or any related material provided are not guaranteed and the Client acknowledges, by his/her use of the site, that the platform may not work error-free and/or uninterrupted.

Commentary or any marketing material provided by the Company is for information purposes only and shall be provided solely to enable the Client to make his/her own investment decisions; the Company is not responsible for any consequences by the Client upon acting to such commentary or related materials.

The information does not take into account of the Client's personal situation. The Client should consider whether the information is appropriate to his/her needs, and where appropriate, seek professional advice. Any action the Client takes upon the information is strictly at his/her own risk.

39. Bonus Policy

Acceptance of the bonus and crediting to the Client's account binds the Client to the Bonus's Terms and Conditions. Bonus credited cannot be retracted or removed by any means. Promotions, bonuses, and benefits that are provided, are subject to the Company's Terms and Conditions. The decision to offer bonus, promotion and benefit is a decision is absolutely at the Company's unreserved discretion.

Terms and Condition of Services Agreement

Should the Client request for a withdrawal of his/her account's bonus, the Company at its sole discretion shall evaluate the Client's account, before allowing the Client to withdraw, if he/she has met the required trading volume, which may change from time to time without prior notice. If the Client requests for a withdrawal of his/her bonus during the period in which he/she has not met trading volume requirements, the full amount of his/her bonus, including profits will be forfeited, and the bonus amount will be deducted to your remaining account balance. Only then the Client will be able to manage his/her remaining balance.

Should the Client be a part, and/or suspected to be a part, of any fraudulent activity which the Company forbids, the Company in its sole discretion may cancel the bonus, promotion, and/or block the Client's account(s). The Company reserves the right to terminate and/or any Agreements made between the Client and FSMSmart, which shall forbids the Client to use any of the Company's services.