



# NexosTrade

## Terms and Conditions

### **1. Introduction and Your Acceptance of the User Agreement**

1.1 NEXOSTRADE LTD is incorporated and registered under the laws of the Kingdom of Spain (“we”, “us” or the “Company”). The Company is a Finance Management Services (“FMS”) Firm. The Company obtained a license from the National Securities Market Commission of Spain (hereinafter referred to as the “CNMV”), with a Regulatory License No.: 3876.

PLEASE READ THE TERMS OF SERVICE SET OUT HERE (“TERMS OF SERVICE”) CAREFULLY BEFORE USING THE SERVICES PROVIDED BY US.

1.2 The Company is licensed and authorized by the CySEC to provide the Services (as defined below).

1.3 In these Terms of Service, “you” or “your” means you, the person who uses the Services (as defined below).

1.4 In addition to the Terms of Service, your use of the Services is strictly subject to all additional policies including but not limited to Conflicts of Interest Policy, Client Categorization Policy, Investor Compensation Fund (which only applies to Retail Clients), Risk Disclosure Statement, Complaints Handling Policy and any other provisions and policies that the Company may publish on the Website from time to time in each case as updated from time to time or any other durable medium (collectively the “Additional Rules”). The Terms of Service together with the Additional Rules and the Privacy Policy (together with the “User Agreement”), are deemed to be an integral part hereof and constitute a binding legal document between you and the Company.

1.5 By clicking 'ACCEPT' or 'I AGREE' or 'CONTINUE' as the case may be or by registering with the Company or by using or accessing the Services, you confirm that you have read and understood the User Agreement and agree to be bound by the terms of the User Agreement and that you expressly authorize us to provide you with the Services. As such, the User Agreement constitutes an agreement between you and us and the User Agreement shall govern your use of the Services at all times. If you do not agree to any of the provisions of the User Agreement you should immediately stop using the Services and terminate your account with us.

1.6 You acknowledge and agree that by clicking on the ACCEPT button or similar buttons or links as may be designated by the Company to show your



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approval of any foregoing texts, the use of the Services (as defined below), you are entering into a legally binding contract. You hereby agree to the use of electronic communication in order to enter into contracts, place orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through our websites, applications and platforms. Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

1.7 If you are located in the European Union as this agreement is a “distance contract”, it is also governed by the Distance Marketing of Consumer Financial Services Law N242(I)/2004, implementing the EU Directive 2002/65/EC, whereby the signing of the User Agreement is not required and the User Agreement contains the same rights, obligations and liabilities as a duly signed contract.

1.8 We reserve the right to suspend, modify, remove or add to the Services at any time and without notice to you.

1.9 If you have objections to the terms and conditions stipulated hereto, do not use our websites and trading platforms in any way. Downloading, installing and your access to and use of this website and our applications and trading platforms constitutes your acceptance of these Terms and Conditions and any other legal notices and statements contained on this website, our platforms and/or our applications.

## **2. Definitions**

Capitalized terms shall have the following meaning unless otherwise stated in the Terms of Service:

“Authorized Person” shall mean a person or legal entity authorized by you in accordance with these Terms of Service to make use of the Services and provide instructions to the Company on your behalf

“Business Day(s)” shall mean any time from Monday to Friday, 9:00AM to 5:00PM

“Client Account shall mean any and all accounts opened by you with NexosTrade on the Platform through this Website;

“Account Opening Services” shall mean the assistance that we provide you in setting up a Client Account with the Platform which includes but is not limited to collecting documentation.



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“Assistance Services” shall mean the customer support services and technical services provided by the Company to you with respect to your use of the Platform which includes but is not limited to the Client Account including without limitation the installation of the Platform on your device, assistance with your use of the Platform, contacting you with regards to trading on the Platform, informing you of any margin issues, assisting you with maintaining your open positions and gathering ancillary and updated documentation from you.

“Orders” shall mean the reception and transmission of your orders by us and executed or further transmitted by NexosTrade with regards to financial instruments in your Client Account.

“Parties” shall mean the Company and you.

“Platform” shall mean the NexosTrade’s online trading platform located at where you can trade in financial instruments and where your Client Account is located.

“Portfolio management” shall mean a discretionary mandate given by you (the Client) to the Company whereby the Company shall be granted full authority to manage the assets held in your NexosTrade account for the explicit purpose of generating positive asset returns for the (the Client’s benefit).

“Services” shall mean the provision by us of Orders, the Account Opening Services, the Assistance Services, Social trading service, Portfolio Management, Provision of Investment Advice, Provision of Investment Research and financial analysis and any other services we may determine from time to time.

“Social Trading” shall mean the investment practice of observing and following trading behavior of other investors.

“Support Address” means the email address [support@nexostrade.com](mailto:support@nexostrade.com)

“Website” shall mean [nexostrade.com](http://nexostrade.com).



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### **3. Amendments to the User Agreement**

3.1. We may amend, modify, update and change any of the terms and conditions of the User Agreement from time to time including without limitation as a result of legal and regulatory changes, security reasons and changes to the Services

3.2. We will notify you of any such amendment, update, modification or change by publishing a new version of the User Agreement on this Website, and your continued use of the Services will be deemed to constitute your acceptance of such new version of the User Agreement.

3.3. We advise that you check for updates to the User Agreement on a regular basis

### **4. Your Compliance with Laws**

4.1. Trading in financial instruments may not be legal in some jurisdictions. You understand and agree that the Company is unable to provide you with any legal advice or assurance in respect of trading in financial instruments, your use of the Services or the Platform and we make no representations whatsoever as to the legality of trading in financial Instruments, the Services or the Platform.

4.2. The Services are intended for users who are not prohibited by the laws of any applicable jurisdiction from trading in financial instruments. The Company does not intend to enable you to contravene applicable law, regulation or directives. You represent, warrant and agree to ensure that your use of the Services or the Platform will comply with all applicable laws, statutes or regulations. The Company shall not be responsible for any illegal or unauthorized use of the Services or the Platform by you.

### **5. Who May Use the Services**

5.1. You may only use the Services if you are able to form a legally binding contract under applicable law.

5.2. Without derogating from Section 5.1, no-one under the age of 18 or the



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age of legal consent for using the Services or the Platform under the laws of any jurisdiction, whichever is higher ("Legally of Age"), may use the Services under any circumstances and any person not Legally of Age who uses the Services will be in breach of the terms of the User Agreement. The Company reserves the right to request proof of age and identity at any stage, to verify that persons not Legally of Age are not using the Services. The Company may terminate the User Agreement and your account with us as well as exclude you from using the Services if proof of age or identity is not provided by you or if the Company suspects that you are not Legally of Age.

5.3. You may not use the Services if you are an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company, other entities in the Company's group or the NexosTrade.

## **6. Registration Process**

6.1. In order to open an account with us, you shall be required to successfully conclude the registration process as determined by the Company, at its sole discretion.

6.2. The Company is obliged to follow certain requirements as set out by the European Union as well as additional laws and regulations, including but not limited, to those issues by CNMV.

6.3. During the registration process and prior to opening an account with the Company, as well as prior to the commencement of the provision of Services to you, you will be required to provide the Company with identification details and documents (which shall typically include, but not limited to, an identity card or passport, proof of address such as a recent utility bill), as well as details regarding the origin of your funds, how your funds have been obtained or accumulated and your financial status, as well as your experience and education. Moreover for the purposes of providing you with Portfolio Management and/or Social Trading, we will require additional information/evidence relating to your financial situation, your investment objectives, your risk appetite and your trading experience in order for us to construct your investor risk reward profile, it should be noted that in case where you refuse to provide us with such data it will not be possible for the Company to provide you with the Portfolio Management and/or Social Trading service.

All such documents should be sent to the Support Address. We may restrict your account with us if the necessary information is not provided by you. In addition, we may also request at any time that you provide us with additional



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or updated documentation. If deemed necessary, we may request that the said document copies are notarized, meaning that the documents are stamped and attested by a Public Notary. In the event our requests for documents are not completed by you, the Company may at its sole discretion either suspend your account with us until you provide us with the requested documents, or terminate the User Agreement and your account with us. Should the documents fail our internal security checks – for example, if we suspect that they have been tampered with, or are in any way provided to mislead or misrepresent – we shall be under no obligation to accept such documents as valid, and under no obligation to provide feedback on the exact nature of our findings with regards to these documents.

6.4. If you open a joint account with us and with the Platform (collectively and individually the “Joint Owner/(s)”), each Joint Owner shall be required to separately complete the registration process with us and agree to the User Agreement.

6.5. We will notify you by email (to the email address which you have supplied us with), whether we agree to your opening an account with us and whether an account has been opened with the Platform.

6.6. You hereby agree that the information collected and obtained from you may be used by the Company, its agents, subcontractors, service providers, other entities in the Company’s group, the NexosTrade or by regulatory bodies to defend their legal rights and to conduct identity, fraud, anti-money laundering, credit as well as other checks and you hereby authorize the above entities to conduct the above checks.

6.7. You may appoint an Authorized Person to make use of the Services, subject to you providing us at the e-mail address of our Support desk with a Power of Attorney signed by you authorizing the person or legal entity to make use of the Services on your behalf. Any such approval shall be at the Company’s sole discretion. In order to approve the Authorized Person, the Company may require you to provide identification details, documents and information with regards to the Authorized Person. The Company shall be under no obligation to accept such documents nor shall it be required to investigate the authenticity and validity of the Power of Attorney and the documents and information provided by you with respect to the Authorized Person.

6.8. If you appoint an Authorized Person, you hereby confirm that we and our service providers and subcontractors are entitled to provide the Services and receive instructions from the Authorized Person.





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6.9. By appointing an Authorized Person, you waive any claim or demand that you may have against the Company, any entities in the Company's group as well as their respective directors, employees, shareholders, service providers, subcontractors, agents and the NexosTrade with respect to any damage or loss you may suffer due to any action or omission of the Authorized Person. In addition, you hereby acknowledge and agree that you shall remain solely liable for any act and omission by the Authorized Representative.

6.10. The Company may refuse to act upon any instruction from an Authorized Person and the Company shall not be liable to you or to the Authorized Person in any manner whatsoever: (i) where any representation or warranty made by you is or becomes untrue; (ii) we are informed that you are deceased or that you have been declared absent or become of unsound mind; (iii) in the event where the Company suspects that the disposal pursuant to the instructions submitted is made in violation of any law or regulation, usual market practice and including but not limited to legislation on money laundering; (iv) if the Company suspects that you or the Authorized Person are trading or otherwise using the Services or the Platform in a fraudulent, manipulative or dishonest manner; (v) if ordered or required by a competent regulatory authority or body or court; (v) you are in breach of the User Agreement; or (v) for any other reason the Company determines at its sole discretion.

6.11. If you wish to terminate the mandate of an Authorized Person, written notification for the termination of the Authorized Person signed by you must be received by the Company at least 15 Business Days' prior to the termination date at the Support Address. Unless the Company receives written notification from you for the termination of the said Authorized Person's appointment, the Company will continue providing Services to the Authorized Person. You hereby acknowledge and agree that you shall remain responsible for any activity on your account with us or with the Platform prior to such termination date.

6.12. You acknowledge and agree that the Company is under no obligation to accept your application for an account with us or with the Platform or accept your appointment of an Authorized Representative and that during or following the registration process, the Company may, at its sole discretion, reject such application.

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## **7. Your Account With Us And The Services**

7.1. The Services will only be provided during Business Days by telephone



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and email and any other method which we may determine from time to time. When registering with the Company, you will be asked to provide two security questions and two answers to such questions (“Security Questions and Answers”). In the event that you appoint an Authorized Person, such person will be required to use the Security Questions and Answers provided by you in order to use the Services.

7.2. You hereby acknowledge and agree that you shall be solely responsible and personally liable for any and all activity on your account with us or on the Platform. We take no responsibility for any third party access to your account with us or the Platform and under no circumstances shall the Company be liable for any losses incurred by you as a result of misuse of your Security Answers and Questions by any person, or for any unauthorized access to your account with us or the Platform, whether or not authorized by you.

7.3. You are responsible for ensuring that your Security Questions and Answers remain confidential and for taking such other precautions as may be necessary to ensure they cannot be used by any person other than you or your Authorized Person (if applicable).

7.4. You must notify us immediately if you become aware that your Security Questions and Answers have in any way become compromised or if any third party other than the Authorized Person (if applicable) may be able to access your account with us.

7.5. You agree we do not have to establish the authority of anyone providing the correct answers to your security questions.

7.6. If we believe that there is likely to be a breach of security we may require you to change your Security Questions and Answers and password or suspend your access to your account with us. We reserve the right to edit, amend or issue you with new Security Questions and Answers or require a change of your Security Questions and Answers at any time by giving notice to you.

7.7. If we suspect that your Security Answers and Questions may have been received by unauthorized third parties, we may, at our discretion without having an obligation to you, restrict or terminate your account with us and the User Agreement.

7.8. You shall indemnify, defend, and hold us harmless from any claim, proceeding, loss or damages based upon any use, misuse, or unauthorized use of your account with us or the Platform.





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7.9. Any Order shall be considered as accepted when confirmation appears in your Client Account.

7.10. The Company will not accept any instructions with regards to Orders transmitted outside Business Hours or which are not provided by you by telephone or email. You acknowledge and accept that instructions provided by you and any Order given to the NexosTrade cannot be amended or revoked once executed.

7.11. The Company does not price the financial instruments traded on the Platform and that the prices of financial instruments may change following any instructions provided by you to us. You acknowledge that the price of the underlying asset applicable to the financial instrument in the Order may change during the confirmation process of the price as a result of the high volatility of the markets, latency, or a number of other technological or financial variables.

7.12. An Order will be considered as executed only when confirmation has appeared in your Client Account. We recommend that you keep records of all transactions made on your Client Account. It is your responsibility to verify the Order has been executed on your Client Account.

7.13. It is your responsibility to verify the status of any pending transactions prior to carrying out further transactions. You will bear full responsibility for any duplicate transactions placed as a result of your impression that a previous transaction was not executed, when in fact it was still pending.

7.14. In Relation to the Service of Receiving and Transmitting of Orders you understand that the Company is under no obligation to monitor or advise you on trading. Therefore, the Company may transmit an Order even if such transaction is not suitable for you.

7.15. You understand and agree that the Company acts as the intermediary for the NexosTrade.

7.16. You understand that the NexosTrade shall at all times be responsible for the Client Account.

7.17. You acknowledge that it may not be possible to cancel or modify an Order and you waive all claims in relation to such.

7.18. You are solely responsible for any act or omission or any damage or loss that you may bear, due to any act or omission by you or any irregular or



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inappropriate use of your account with us.

7.19. We may restrict or cease (and in such case the User Agreement shall also terminate) the Services provided to you: (i) in the event that there are restrictions placed on your use of the Platform which includes but is not limited to the Client Account; or (ii) we have reasonable suspicion that your account with us or your use of the Platform is in any way being used for any fraudulent, abusive, unlawful or illegal activity.

7.20. Subject to applicable law and regulation, we may subcontract the Services provided to any third party.

7.21. Please see [here](#) for the commissions and fees applicable to your use of the Platform. You hereby acknowledge and agree that the NexosTrade may automatically subtract such amounts from your Client Account.

7.22 The Company may offer the following services upon your agreement, jointly referred to as “Provision of Investment Advice”:

7.22.1 Provision of investment advice

7.22.2 Complete documentation of detailed investment recommendations regarding existing investments and new opportunities.

7.22.3 Monitoring of existing investments.

7.22.4 Communications and advice on relationships with co-investors, partners, management of investment companies.

7.22.5 Analysis of investment performance and reports on all individual Investments

7.23. Should you choose to receive the Services related to Clause 7.22 you understand that you are placing a higher degree of reliance on the Company than you would do in the case of non-advised transactions. As such, the Company and its agents need to gather complete and accurate information from you to enable it to recommend, or select, products that are suitable for you and to understand your individual needs and circumstances. You therefore undertake to provide the Company with correct, up-to-date and complete information and keep the Company updated regarding any significant changes to your situation.

7.24 In order to comply with the above, the Company will require to conduct a suitability assessment, based on inquiries made on the following:

7.24.1 your investment objectives, including, inter alia, your goals, intended amount of investment and risk appetite



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7.24.2 your financial situation, including inter alia, information on your financial commitments, income, retirement plans, employment and marital status

7.24.3 your knowledge and experience, including inter alia, your familiarity with financial instruments, education level and profession

7.25 The Company and its agents shall use reasonable endeavours to ensure that its advice is accurate, but you acknowledge that such advice will be often based on information provided to the Company which is incomplete and unverified.

7.26 The Company and its shall be under no obligation to disclose information to you other than in the course of the proper performance of its duties towards you. Where information is disclosed, it shall only be disclosed to the extent that it does not entail the breach of any duty of confidence which may be owed by the Company to any other person.

7.27 In situations where we have assessed any investment services or Financial Instruments as not being suitable for you but you insist in proceeding with such services or Financial Instruments. The final decision is up to you, we shall inform you of the fact that the service or Financial Instrument you wish to proceed with is not suitable for you.

7.28 You hereby accept that the company or its agents shall not be considered liable for any potential risks which you may incur in choosing to proceed with the specific investment service or Financial Instrument.

7.29 The Company may offer the Service of Portfolio Management, upon your agreement.

7.30 Should you choose to receive the Portfolio Management Services you understand that you are placing a higher degree of reliance on the Company than you would do in the case of non-advised transactions. As such, the Company needs to gather complete and accurate information from you to enable it to recommend, or select, products that are suitable for you and to understand your individual needs and circumstances. You therefore undertake provide the Company with correct, up-to-date and complete information and keep the Company updated regarding any significant changes to your situation.



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7.31 When providing you with Portfolio Management Services the Company shall provide you information including a description of the management objectives, the related level of risk, what types of products or transactions may be included in your portfolio, and information about the valuation method and the frequency of valuations of your investments.

7.32 Recommendations and comments resulting from the Company's investment advice or as part of your portfolio management may well be affected by subsequent changes in market conditions, particularly in share prices.

7.33 The Company may make available a Social Trading service, upon your agreement, whereby you will be invited to select from a choice of pre-built plans, depending on your suitability.

7.34 You acknowledge that by activating an automated trading strategy, you accept that orders will be transmitted to your broker account without further approvals for specific orders.

7.35 A copied trader's positions (with respect to any of our financial instruments) shall be copied in an amount equal to the lower of either the minimum position amount or the proportional amounts of the copied trade to the realized equity of the copied trader as the basis for the proportions of copied trades. Such positions shall have the same leverage, stop loss and take profit, to the maximum extent possible. Trades below the minimum trade amount shall not be opened. All such positions shall be modified and/or closed automatically if and when modified/closed by the copied trader, for whatsoever reason, without providing any further notice and without any action on your part. You should be able and prepared to bear the loss of the entire investment you made in such a copied trader. You are fully responsible for any losses you may sustain as a result of our automatic execution of instructions generated as a result of the utilizing of any of the Social Trading Features.

7.36 Past performance does not guarantee future returns, hypothetical performance results may vary from actual results, as we might not consider every payment you might encounter while investing. The actual gains/losses experienced by investors will vary depending on a lot of factors, including withdrawals/deposits, market behaviour, special account settings and special taxes based on your country of residence. Investment strategies are subject to various market, currency, economic, political and business risks. Investment decisions may not be profitable and may result in the loss of your entire



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invested amount. NO REPRESENTATION OR GUARANTEE IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THOSE SHOWN AND/OR THAT A RISK SCORE OF A COPIED USER SHALL NOT IN FACT BE HIGHER.

7.37 You acknowledge that Social Trading features are provided by us solely for informational purposes and investment decisions made in reliance on information which is available on our websites or as a result of the use of the social trading features, are done at your own risk and the Company, and its affiliates, their employees and their agents will not be liable for any losses that you may sustain.

7.38 No investment decision should be made without first conducting your own research. You are solely and exclusively responsible for determining whether any investment, or strategy, or any other product or service is appropriate or suitable for you based on your investment objectives and personal and financial situation.

7.39 When reviewing the Content, portfolio, financial performance information, opinions or advice of another registered user, you should not assume that the user is unbiased, independent or qualified to provide financial information or opinions. The Company does not guarantee any order including the placing of stop orders such as Copy Stop Loss. Accordingly, regardless of the entry or closing designation, the Company does not guarantee that the trade will be filled at the order price/stop loss percentage and you may lose more than the original amount used to copy such trader.

7.40 The provision of Social Trading Features services does not constitute investment advice on our part. You are using the Social Trading Features at your own risk and the Company and its affiliates, employees, clients and agents will not be liable for any losses that you may sustain as a result of your using such features. Neither the Company nor any copied trader, account, portfolio and/or strategy guarantees the future performance of your account, any specific level of performance, the success of any investment strategy or the success of our overall management of the Account.

7.41 The Company and its affiliates may take the same or similar positions in specific investments for our other clients and our own accounts as we do for you, or we or our affiliates or other customers may open trades in an opposite direction to you. The Company is under no obligation to purchase or sell, or to recommend for purchase or sale in your Account, any security which we or our Affiliates may purchase or sell for our other clients and our own accounts. The Company may also elect to remunerate our copied traders.



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7.42 We reserve the right to block any user from being copied, for whatsoever reason.

7.43 The services referred to in point 7.22 shall be provided to the Client and the conditions mentioned in points 7.22 through to 7.28 (both included) shall apply to the Client **only** if all conditions mentioned in points a) through to d) hereunder are fulfilled:

a) the Client must submit a written request to the Company to be provided with the service of point 7.22

b) the Company upon receiving the request and without undue delay shall furnish the Client with an appropriate questionnaire for the Client to duly complete and submit back to the Company in the form of a durable medium c) the Company will assess the information provided by the Client under point b) above and may revert to the Client for additional information and documentation to support the request of the Client to receive the services mentioned in point a) above.

d) The Company at its sole discretion and based off the information the client provided in points b) and c) may send notice to the Client either agreeing or declining him the services of point a).

7.44 The services referred to in point 7.29 (Portfolio Management) shall be provided to the Client and the conditions mentioned in points 7.29 through to 7.32 (both included) shall apply to the Client **only** if all conditions mentioned in points a) through to d) hereunder are fulfilled:

a) the Client must submit a written request to the Company to be provided with the service of point 7.27 (Portfolio Management).

b) the Company upon receiving the request and without undue delay shall furnish the Client with an appropriate questionnaire for the Client to duly complete and submit back to the Company in the form of a durable medium c) the Company will assess the information provided by the Client under point b) above and may revert to the Client for additional information and documentation to support the request of the Client to receive the services mentioned in point a) above.

d) The Company at its sole discretion and based off the information the client provided in points b) and c) may send notice to the Client either agreeing or declining him the services of point a).

7.45 The services referred to in point 7.31 (Social Trading) shall be provided to the Client and the conditions mentioned in points 7.31 through to 7.40 (both included) shall apply to the Client **only** if all conditions mentioned in points a) through to d) hereunder are fulfilled:

a) the Client has chosen to be registered for using the Company's social trading features





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b) the client will be asked to complete an appropriate questionnaire in order for the Company to assess whether the abovementioned service is suitable for him. The detail submitted on the questionnaire enables the Company to perform such suitability assessment.

c) the Company will assess the information provided by the Client

d) above and may revert to the Client for additional information and documentation to support the request of the Client to receive the service mentioned in point a) above.

e) The Company at its sole discretion and based off the information the client provided in points b) and c) may send notice to the Client either agreeing or declining him the services of point a).

## **8. Your Promises to Us**

8.1. You confirm to us:

8.1.1. You are Legal of Age, are of sound mind and you are capable of taking responsibility for your own actions.

8.1.2. You are the individual who has completed the registration process with us.

8.1.3. If you are entering the User Agreement on behalf of a legal entity you confirm that: (i) you are duly authorized to do so under the governing documents of such legal entity; (ii) there is nothing under applicable law or regulation in the jurisdictions in which such entity is organized or regulated, which prevents it from entering into this User Agreement and trade (including on margin, if applicable); (iii) you have the authority to bind such legal entity to the User Agreement; (iv) that the persons who use the Services have the proper authority and have sufficient knowledge and experience to understand the nature of the risks of the products to be traded; and (v) you shall indemnify and hold harmless the Company in such respect.

8.1.4. All details provided by you or by the Authorized Person (if applicable) to the Company either during the registration process or at any time thereafter, are true, current, correct and complete and match the name(s) on the credit/debit card(s) or on other payment accounts to be used to deposit or receive funds with the NexosTrade. Without derogating from the aforementioned, should you use a credit/debit card or any other form of payment, which is not in your private and personal name, we will presume that you have received complete and sufficient consent from the rightful owner or the person whose name is used on such payment instrument. We shall not be obligated in any manner to examine such consent and shall bear no responsibility with respect to your



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representations hereunder. You will promptly notify us of any changes to details previously provided by you or the Authorized Person to the Company.

From time to time, you or your Authorized Person may be requested to provide us with certain documents to verify the details of the credit card used by you to deposit money to the Client Account. Depending on the outcome of these verification checks, you may or may not be permitted to deposit further monies with the NexosTrade. Should any of the information that you provide to us is untrue, inaccurate, misleading or otherwise incomplete, you will be in breach of the User Agreement and we reserve the right to terminate your account immediately or prevent you from using the Services, in addition to any other action that we may choose to take.

8.1.5. You have read the Risk Disclosure Statement and are fully aware that there is a risk of losing money when using the Services or the Platform you are fully responsible for any such loss. You agree that your use of the Services is at your sole option, discretion and risk. In relation to your losses, you will have no claims whatsoever against the Company or any entity within its group of companies and their respective subcontractors, service providers, agents, licensors, directors, officers or employees as well as the NexosTrade.

8.1.6. You will not permit any person who is not Legally of Age to use the Services.

8.1.7. You shall use the Services and ensure that any Authorized Person (if applicable) uses the Services in complete accordance with the terms and conditions of the User Agreement, as amended from time to time.

8.1.8. You shall use the Services and ensure that any Authorized Person (if applicable) uses the Services in complete accordance with any and all applicable laws, regulations and directives.

8.1.9. You and the Authorized Person (if applicable) are not a Politically Exposed Person and do not have any relationship (for example relative or business associate) with a person who holds or held in the last twelve months a prominent public position. If the above statement is untrue and in the event that you have not disclosed this during the registration process, you will inform the Company as soon as possible will notify the Company, if at any stage during the course of this Agreement you become a Politically Exposed Person.

8.1.10. The Company nor its employees nor anyone acting on the Company's behalf shall be liable in any way whatsoever to the outcomes or consequences of Orders.



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8.1.11. You shall remain fully liable for all Orders and positions traded on your Client Account and shall indemnify, defend and hold harmless on demand the Company and any other entity in the Company's group as well as their respective service providers, employees, officers, directors, affiliates, agents, subcontractors and licensors with respect to all losses, charges and costs of any kind which they may suffer as a result of your failure to settle such Orders and positions on your Client Account.

8.1.12. You are solely responsible for recording, paying and accounting to any relevant governmental, taxation or other authority for any tax or other levies that may be payable with regards to any transactions made on your behalf by us with the NexosTrade.

8.1.13. You shall use and you shall ensure that the Authorized Person (if applicable) uses the Services in good faith towards both the Company and the NexosTrade. In the event that the Company has reasonable suspicion that you or the Authorized Person has been using the Services in bad faith, the Company shall have the right to terminate your account with us your access to the Services and any other accounts you may hold with the Company. You hereby expressly waive any future claims against the Company in such regard.

8.1.14. You agree not to use the Services or the Platform in order to carry out market abuse or in any other abusive action.

8.1.15. That you understand that the Company does not hold any of your money. Any funds in relation to the Client Account shall be deposited and held directly by the NexosTrade.

8.1.16. That the Company is not the owner or the operator of the Platform.

8.1.17. That you understand that the Platform is not a recognized exchange.

8.1.18. That the NexosTrade may not bind the Company and that the Company may not bind the NexosTrade.

8.1.19. You will provide the Company with all necessary assistance and information that we require to enable the Company to perform the Services and to fulfill its obligations to you.

8.1.20. You have sufficient experience and knowledge in financial matters to be evaluating the merits and risks of acquiring financial instruments.



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8.1.21. You will not use the Services or the Website for any unlawful or fraudulent activity or prohibited transaction (including money laundering) under the laws of any jurisdiction that applies to you. If the Company has a suspicion that you or the Authorized Person (if applicable) may be engaging in or have engaged in fraudulent, abusive, unlawful or illegal activity, including, without limitation, money laundering activities, we terminate your access to the Services and the User Agreement or restrict your use of the Services. In addition to terminating or restricting your use of the Services, the Company reserves the right at its sole discretion to prevent you from accessing any other services offered by the Company. The Company shall be entitled to inform relevant authorities, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions (together "Interested Third Parties") of the Client's identity and of any suspected unlawful, fraudulent or improper activity and you will cooperate fully with the Company to investigate any such activity.

8.1.22. We may be bound to disclose certain information about you and your account with us to CNMV.

8.2. Each Joint Owner acknowledges and agrees that they each have the authority, without notice to the other, to (i) buy/sell securities, futures or other products (including on margin); (ii) receive account information and correspondence; (iii) receive and dispose of money, security and other assets; (iv) enter and terminate the User Agreement; and (iv) deal with us as if each Joint Owner is the sole owner.

8.3. Furthermore, each Joint Owner acknowledges and agrees that: (i) each of the Joint Owners shall be jointly and severally liable for the obligations assumed in this Agreement and use of the Platform; (ii) each Joint Owner shall be required to separately complete the registration process; (iii) each Joint Owner hereby appoints each and every other Joint Owner as his/her agent and confers upon each and every Joint Owner the broadest possible power with respect to the account with us and trading on the Platform; (iv) the Company is authorized to act on the instructions of any Joint Owner and the Company shall have no responsibility for further inquiry into such apparent authority, and shall bear no liability for the consequences of its acts or omissions made in reliance upon any such instructions; and (v) each Joint Owner agrees to indemnify, defend and hold the Company harmless from and against any and all claims that may arise as a result of the Company following the instructions provided to it by any Joint Owner.

8.4. In the event we receive conflicting instructions from Joint Owners, we shall accept the first set of instructions we receive, subject to all other terms



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and conditions of the User Agreement. Furthermore, you hereby agree that the Company and any other entity in the Company's group as well as their respective service providers, employees, officers, directors, affiliates, agents, subcontractors and licensors shall not be liable to either Joint Owner in the event of a dispute between Joint Owners. We reserve the right to immediately terminate this User Agreement and your account with us, should we believe that any dispute exists between Joint Owners.

8.5. In the event of the death of a Joint Owner, the surviving Joint Owner(s) shall immediately provide us with notice to the Support Address and the Company may take any such action whether before or after its receipt of such notice that it deems necessary to protect itself against any liability or loss, this includes but is not limited to initiating proceedings, requiring additional documentation or restricting your account with us. The estate of any deceased Joint Owner shall be liable and each surviving Joint Owner shall be liable joint and severally to us for any loss or debts with regards to such account.

## **9. Financial Information**

9.1. The Company may make available to your financial information that is internally generated or obtained from agents, vendors or partners (collectively "Third Party Providers"). This includes, but is not limited to, financial market data, quotes, news, analyst opinions and research reports, graphs or data ("Financial Information"). Financial Information provided by the Company is not intended as investment advice. The Company does not endorse or approve the Financial Information, and we make it available for your own convenience. In addition, the Company and its Third Party Providers do not guarantee the accuracy, timeliness, or proper sequencing completeness of the Financial Information, or warrant any results from your use or reliance on the Financial Information.

9.2. Financial Information may quickly become unreliable for various reasons including, for example, in market exchange requirements or economic circumstances. Neither the Company nor the Third Party Providers are obligated to update any information or opinions contained in any Financial Information, and we may discontinue offering Financial Information at any time without notice.

9.3. It is your duty to verify the reliability of the Financial Information and its suitability to your needs. We and the Third Party Providers exclude liability for any claim, loss or damage of any kind caused by the Financial Information.

## **10. Disclaimers**



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10.1. The Company has entered into a contractual agreement with the NexosTrade whereby the Company may provide you with the Services. You will also be required to enter into a separate agreement with the NexosTrade with respect to the use of the Platform. You understand that your use of the Services and the Platform is at your own risk.

10.2. We shall not be liable to you if the NexosTrade does not agree to open a Client Account, terminate your Client Account or your use of the Platform, or restricts the same.

10.3. We shall not be liable to you in any manner whatsoever with respect to the Platform which includes but is not limited to the Client Account, which includes but is not limited to: (i) the NexosTrade not accepting your Order; (ii) the manner that the NexosTrade accepts your Order; (iii) any action taken by the NexosTrade with regard to the Platform; or (iv) for any act or omission made or not made by the IB with respect to your Platform.

THE TERMS AND CONDITIONS GOVERNING YOUR RELATIONSHIP WITH THE NEXOSTRADE AND YOUR USE OF THE PLATFORM ARE GOVERNED BY YOUR AGREEMENTS WITH THE NEXOSTRADE. PLEASE ENSURE THAT YOU READ ALL SUCH AGREEMENTS CAREFULLY, THAT YOU UNDERSTAND SUCH AGREEMENTS AND AGREE TO THE TERMS AND CONDITIONS INCLUDED THEREIN.

10.4. We shall in no way be liable to you or to any third party with regards to: (i) the Platform, including but not limited, to any information provided on the Platform; (ii) for any information provided to you or to the Authorized Person (if applicable) by the NexosTrade; or (iii) any and all activity which you or the Authorized Person undertake on the Platform in any manner whatsoever. You and the Authorized Person (if applicable) alone will decide with regards to the placement of Orders and take relevant decisions based on your or his/her judgment.

10.5. The Company will not advise you or the Authorized Person (if applicable) about the merits of a particular Order, or give you or the Authorized Person (if applicable) any form of investment advice, or portfolio management services, unless you explicitly give your consent to receive such services, and you acknowledge that the Services do not include the provision of investment advice in financial instruments, or any underlying market, or underlying asset, or any portfolio management advice.

10.6. We are not under any duty to provide you or the Authorized Person (if applicable) with any legal, tax or other advice. You or the Authorized Person (if applicable) should seek independent advice before using the Service or making an Order.





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10.7. THE SERVICES ARE PROVIDED "AS IS". THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED (WHETHER BY LAW, STATUTE OR OTHERWISE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, OR ACCURACY OF THE SERVICES OR PLATFORM OR NON INFRINGEMENT OF APPLICABLE LAWS AND REGULATIONS.

10.8. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE SERVICES OR PLATFORM WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT THE INFORMATION OBTAINED BY YOU THROUGH THE SERVICES OR PLATFORM SHALL BE FULL, ACCURATE, RELIABLE OR ENABLE YOU TO CARRY OUT TRANSACTIONS IN FINANCIAL INSTRUMENTS BY USING THE SERVICES OR THE PLATFORM.

10.9. WE SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY MONEY THAT YOU LOSE ON THE PLATFORM.

10.10. WE SHALL NOT BE RESPONSIBLE FOR ANY ERRONEOUS ORDERS AND YOU WAIVE ALL SUCH CLAIMS IN RELATION TO THE SAME.

10.11. We shall not be liable to you for a failure to perform any of the Services or our obligations under the User Agreement if the failure results from any cause beyond our control ("Force Majeure"). Force Majeure shall include but not be limited to acts of God, acts of government, fire, flood or storm damage, earthquakes, labour disputes, war, riot, strikes or other industrial disputes, breakdown or interruption of power supply, failure of transmission or communication equipment or facilities, hacker attacks or failure the Company's servers.

## **11. Limitation Of Liability**

11.1. You agree that you are free to choose whether to use the Services and Platform and do so at your sole option, discretion and risk.

11.2. To the extent permitted by applicable law, the Company and any other entity in the Company's group, as well as their respective service providers, employees, officers, directors, affiliates, agents, subcontractors and licensors,



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shall not be liable to you or to any third party in contract, tort, negligence, or otherwise, for any loss or damage whatsoever arising from or in any way connected with: ) your, or any third party's use of the Platform or the Services; ), whether such loss or damages are direct or indirect, including, without limitation, damage for loss of business, loss of profits, business interruption, loss of business information, or any other pecuniary or consequential loss (even where we have been notified by you of the possibility of such loss or damage).

11.3. You confirm that the Company shall not be liable to you or any third party for any modification to, suspension of or discontinuance of the Services or the Platform.

11.4. Nothing in the User Agreement will operate so as to exclude any liability of the Company for death or personal injury that is caused by the Company's negligence.

11.5. You agree that, in the event that the Services or Platform fail to operate correctly as a result of, but not limited to, any delay or interruption in operation or transmission, any loss or corruption of data or communication or lines failure, or any error or omission in content or any other factors beyond our control, the Company will not be responsible for any resulting loss, including an increase in monies owed or paid to you, and you shall not be entitled to such monies falling within such increase. You shall immediately inform the Company of the error and shall repay any monies credited to your Client Account in error to the NexosTrade (as directed by the Company) or the NexosTrade, may at its discretion, deduct an amount equal to those monies paid to you in error.

11.6. Neither the Company nor any third party who acts on the Company's behalf, whether affiliated to the Company or not and their respective directors, officers, servants, agents and representatives will be liable for any delay in the use of Services or incapability of carrying out Orders.

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## **12. Indemnity**

You agree to fully indemnify, defend and hold harmless immediately on demand the Company and any other entity in the Company's group as well as their respective well as their respective service providers, employees, officers, directors, affiliates, agents, sub-contractors and licensors from and against all claims, demands liabilities, damages, losses, costs and expenses, including legal fees and any other charges whatsoever, howsoever caused, that may arise as a result of: (i) any breach of the User Agreement by you; (ii) violation by you of any law or regulation or the rights of any third party; or (iii) use of the



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Services by you or by an Authorized Person or (iv) use of the Platform which includes but is not limited to transactions taken on the Client Account.

### **13. Termination of Your Account With Us**

13.1. We may terminate the Agreement and your account with us immediately without notice and without incurring any liability to you: A. if for any reason we decide to discontinue to provide the Services in general or specifically to you; B. if we believe that you have breached any of the terms of the User Agreement; C. if your use of the Services has been in any way improper, illegal, unlawful or fraudulent; D. if your account with us is associated in any way with any existing account that has been terminated for breach of the User Agreement; E. the NexosTrade restricts your use of the Platform; F. our agreement with the NexosTrade terminates; or

13.2. your Client Account is terminated. [You may terminate the User Agreement and your account with us at any time by sending an email to us at the e-mail address of our Support desk, such termination to take effect upon the Company terminating your account with us (including the Security Questions and Answers), which shall occur within 5 Business Days after receipt by the Company of your email on our servers, provided that you shall remain responsible for any activity on your account with us and the Platform between sending us an email and the termination of your account with the Company.

13.3. On termination of the User Agreement, you shall discontinue the use of the Services.

13.4. The right to terminate the User Agreement given by this clause shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

13.5. Upon the termination of the User Agreement for any reason, except as otherwise provided in the User Agreement and subject to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under the User Agreement.

### **14. TELEPHONE RECORDING**

For service quality assurance and regulatory reasons, the Company and its subcontractors may record telephone calls made from and to its offices. You hereby agree that telephone calls made either by you or the Company may be



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recorded.

## **15. INTELLECTUAL PROPERTY**

15.1. The trademarks, service marks and trade names (collectively the “Trade Marks”) used by the Company on the Website are the trademarks, service marks and trade names of the Company or any company within its group of companies or its licensors (as applicable) and these entities reserve all rights to such Trade Marks. In addition to the rights in the Trade Marks, the Company or any company within its group of companies or its licensors (as applicable) own the rights in all other content on the Website, including but not limited to the images, pictures, graphics, photographs, animations, videos, music, audio and text available on the Website (collectively the "Site Content") and the Site Content is protected by copyright or other intellectual property rights.

15.2. The Trade Marks and Site Content are and are protected by Copyright Laws and International Treaties and provisions.

15.3. You hereby acknowledge that by using the Services or the Website you obtain no rights in the Trade Marks or the Site Content and you may only use the same in complete accordance with the User Agreement.

15.4. You agree not to delete copyright notices or any other indications of protected intellectual property rights from materials that you print or download from the Website. You will not obtain any intellectual property rights in, or any right or license to use the site or materials such, as set out other than in the User Agreement.

15.5. You agree not to upload, post, distribute or reproduce or take any action similar to the aforesaid with regards to the Site Content and TradeMarks.

## **16. INDUCEMENTS FROM AND TO THIRD PARTIES**

The company may receive payments from NexosTrade due to the agreement of both parties that the company act as introducer broker for NexosTrade.

The Company may, where applicable, make payments to third parties that help initiate, conclude or maintain a business relationship between us (or our affiliates) and our clients. These payments may include rebates, commission and profit sharing.

## **17. CLIENT CATEGORIZATION**

The company will categorize clients as ‘retail’ by default unless the client



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chooses to change his categorization to professional or Eligible Counterparty.

## **18. OUR STAFF**

The Company will not tolerate any abusive behaviour exhibited by users of the Service to the Company's or its subcontractor's employees. In the event that the Company, in its sole discretion, deems that your behaviour, via telephone, email or otherwise, has been abusive or derogatory the Company shall have the right to block or terminate the User Agreement.

## **19. MISCELLANEOUS**

19.1. If any part of the User Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the rest of the User Agreement and shall not affect the validity and enforceability of any of the remaining provisions of the User Agreement. In such cases, the part deemed invalid or unenforceable shall be construed in a manner consistent with applicable law to reflect, as closely as possible, the original intent of the parties.

19.2. No waiver by us of any terms of the User Agreement shall be construed as a waiver of any preceding or succeeding breach of any terms of the User Agreement.

19.3. Unless otherwise expressly stated, nothing in the User Agreement shall create or confer any rights or any other benefits to third parties.

19.4. The User Agreement contains the entire agreement between the Company and you relating to your use of the Services and supersedes any and all prior agreement between the Company and you in relation to the same. You confirm that, in agreeing to accept the User Agreement, you have not relied on any representation save insofar as the same has expressly been made a representation by the Company in the User Agreement.

19.5. Unless otherwise stated herein, you may not transfer, assign, sublicense or pledge in any manner whatsoever any of your rights or obligations under the User Agreement.

The Company reserves the right to transfer, assign, sublicense or pledge the User Agreement, in whole or in part, without your consent: (i) to any entity within the same corporate group as the Company, or (ii) in the event of a merger, sale of assets or other similar corporate transaction in which the Company may be involved in.



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19.7. Nothing in the User Agreement shall be construed as creating any partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between you and us.

19.8. The User Agreement and the relationship between the parties shall be governed by, and interpreted in accordance with, the laws of the Republic of Cyprus and you irrevocably submit, for the benefit of the Company, to the exclusive jurisdiction of the courts of the Kingdom of Spain to settle any disputes (including claims for set off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, the User Agreement or otherwise arising in connection with the User Agreement.

19.9. The User Agreement has been drafted in the English language. In the event of any discrepancy between the meanings of any translated versions of the User Agreement and the English language version, the meaning of the English language version shall prevail.

November 2023