



# **TERMS & CONDITIONS**

**2023**



## Point Terms & Conditions

This Terms and Conditions legal agreement (also referred to as “Agreement”) is part of a wider agreement between you (also referred to as “our client”, “the client”, you, “your” and “yourself”) and POINT a trading name of Point Trader Group Ltd. (also referred to as “POINT”, “Point Trader Group Ltd. ”, “We”, “Us” “Our” or “the firm”). The following legal agreement, sets out the terms and conditions governing your trading account (referred to as “Account”) and all trading carried out in your Account with Point Trader Group Ltd.

You must read carefully the terms and conditions of this Agreement. These documents contain important information concerning yours and POINT rights and obligations in relation to the services POINT will provide to you on the basis of this Agreement. We suggest you devote particular attention to Section 1 and 2 and the Appendices of this Agreement, which should serve as initial guidance to understand such rights and obligations.

For your own benefit and protection, you should take sufficient time to read the Agreement, as well as the additional documents and information available on our Website and through our Platform, before you apply to open an Account and/or place any Forex, CFD and Range Spread Trades on our available Platforms. This Agreement contains important information about yours and our rights and obligations in relation to the services we agree to provide you. You should contact us as promptly as possible to ask for further information or if there is anything you do not understand.

### General Risk Warning Notice:

Please note that Trading in foreign exchange (FX or forex) and contracts for difference (CFDs) on margin involves a high degree of risk to your capital and may not be appropriate for all investors. You may lose the total amount of money you have deposited [and any profits made whilst trading which have not been withdrawn] with POINT. Please also note the following risks, please refer to the Risk Disclosure document on the Point website for the full list of key risks of trading CFDs.

**I.** You may sustain a total loss of initial margin funds and any additional funds deposited with POINT to maintain your position, in addition to any liabilities detailed in Section 5 and any other clauses in this Agreement and associated Appendices;

**II.** if the market moves against your position(s) or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position(s); this is known as a Margin Call and if you fail to comply with a request for additional funds within the time prescribed, your trades may be liquidated or closed-out which can result in substantial losses on your account;

**III.** Please keep in mind that all trading involves significant risks. CFDs and Forex are leveraged high risk products. This means that by putting down only a small deposit known as Margin, you can gain exposure to the full value of the trade. Although by gaining further exposure you can make Significant profits, it also means you can experience significant losses, whereby you can lose your entire invested capital.

**IV.** The value of your investments may fall as well as rise and you may not get back the amount you initially invested. You may also need to deposit additional funds with little or no notice.

**V.** This is an execution-only service and POINT does not provide investment advice. If you are unsure this form of investing is appropriate for you, or if you do not understand the risks of trading these products; you should seek advice from an independent and authorised financial advisor.





**VI.** Only trade with money you can afford to lose. You must evaluate your financial circumstances carefully and ensure you are able to fulfil your regular financial commitments and obligations as you will be personally liable for any trading losses incurred on your account.

**VII.** Whether you make a profit or a loss will depend on fluctuations in currencies, commodities or other underlying's which are outside POINT Trader Group Ltd.'s control.

**VIII.** Full title to and/or ownership of a portion or all of the money you deposit with POINT will be transferred to POINT to the extent it represents an amount necessary to secure your open positions or to cover your actual or future contingent or prospective obligations such that you will not have a proprietary claim over that portion or any of your money deposited and POINT can deal with it on its own right;

**IX.** Internet trading has associated risks, including but not limited to, the failure of internet connection, hardware and/or software. As POINT does not control the speed at which signals are sent between your computer and its servers, therefore POINT cannot be responsible for communication failures, delays or alterations when you are trading via the internet. Please check that the device you are using meets the requirements of any software used as POINT cannot be held responsible for this;

**X.** it is your responsibility to ensure that access to your trading platform including username and password is kept safe and you accept that it is reasonable for POINT to accept an order in the event these are entered correctly; and that you are responsible for any losses that stem from such orders

**XI.** When trading in individual Share CFDs you will be required to go further short or further long if you held a position prior to an announcement of a Rights Issue without the opportunity to close such obligations until after the rights issue expires and the appropriate position has been allotted to your account (see Appendix A for more information). The effects of such actions are excluded from our Unlimited Negative Balance Protection Policy. This may also limit the amount of funds you can withdraw from your account during the rights issue. Please note Index linked CFDs do not contain an adjustment for Rights Issues as the actions are reflected in the Index level.

---

## 1. General Information

**1.1** Agreement: You have entered into a legal contract with POINT Trader Group Ltd for the execution only services of executing each individual CFD or FX contract entered by you in an Over the Counter (OTC) environment. Point Trader Group Ltd will be the principle to each trade. Point Trader Group Ltd is involved in providing you the best potential prices for your trading activity and is therefore one of the key liquidity providers for your trades.

**1.2** POINT is an investment firm organized under the laws of Republic of Marshal.

**1.3** Our agreement with you consists of these Terms & Conditions together with several documents listed below and key product information which can be accessed through our website. By enter in into an Agreement with POINT, you are also agreeing to our Policies and documents below: POINT Terms of Business including Appendices, Order Execution Policy, Risk Disclosure, Privacy Policy, Complaints Procedure and Conflicts of Interest Policy except terms relating to client money which fall under this agreement and any additional terms and conditions issued by POINT and expressly stated to be an integral part of these Terms & Conditions (as available on the Website and whether or not referred to herein) describe the terms and conditions applicable to the contractual relationship between POINT and the Client (the "Agreement").





**1.4** If there is any conflict between this Agreement and the Financial Services and Markets Act 2000 (the “Act”) or Applicable Regulations, the Act and Applicable Regulations will prevail. Nothing in this Agreement will exclude or restrict any duty or liability owed by us to you under the Act or Applicable Regulations under which we are not permitted to exclude or restrict.

**1.5** We assume no greater responsibility or fiduciary duty than that imposed by the Applicable Regulations or the express Terms of this Agreement.

**1.6** Other document supplied or otherwise made available to the Client on the Website which is not expressly stated to be an integral part of these Terms & Conditions do not contain terms governing the contractual relationship between POINT and the Client. They are intended to give the Client important information in relation to the services provided by POINT, on the basis of the Agreement. The Client should carefully read and consider such information before entering into this Agreement.

**1.7** Information about POINT investment and ancillary services:

- a. reception and transmission of orders;
- b. dealing on own account;
- c. portfolio management;
- d. granting of credits or loans to one or more financial instruments (where POINT is involved in the relevant transaction); and
- e. foreign exchange services (where these are connected with the provision of investment services).

POINT provides the above investment and ancillary services internationally.

**1.8** All amounts handed over by the Client to the Company or which the Company holds on behalf of the Client, for the provision of Investment Services, shall be held in the name of the Client and/or in the name of the Company on behalf of the Client in an account institution. The Company will not be liable for any failure or insolvency of any bank or third party; however, applicable investor compensation or deposit protection schemes may protect a proportion of Client Funds with any bank or third party.

**1.9** All charges, margins and commissions of POINT applicable under this Agreement are set out in the Rates Schedule and under the relevant platform and product specifications, as amended from time to time, on the website and are subject to change by POINT.

**1.10** Classification and Appropriateness: On receipt of the Client Application Form, POINT will classify the Client as “Retail” or “Professional” Client, or an “Eligible Counterparty” according to the information provided in the Application Form. You will be categorized as a Retail Client by default, unless we are able to determine your eligibility for a Professional Client categorization prior to your account opening. We may also determine your eligibility for Professional Client status throughout our relationship with you. You will be informed if you are re-categorised or categorised as “Professional Client” or an “Eligible Counterparty” and in these cases, you have the right to request a different category of categorisation, such as Retail Client category in order to receive a higher level of regulatory protection. Should be considered for re-categorization and opt-up to Professional Client status, you will be required to provide additional information to evidence that you meet the eligibility criteria required for the Professional Client categorization. Acceptance of any re-categorization is at the discretion of POINT and will not be automatically granted. For more information about client classification criteria and the corresponding levels of protection, please see the Client Categorization document which can be found in the website.





**1.11** Clients who are classified as Retail Clients are subject to the Appropriateness Test. POINT is obligated to ensure that its Clients have the skills and experience to understand the risks involved in trading in the financial instruments covered by this Agreement. POINT will assess the Client's knowledge and experience based on the information provided by the Client in the Application Form. Where POINT believes that the Client does not have the requisite skills and experience, the Client will be informed and will be required to improve their knowledge and experience before being able to carry out any live trading activity. POINT will give the matter due consideration. In some cases, POINT may be unable to offer its trading services to that client.

**1.12** If we have categorized you as a Professional Client or an Eligible Counterparty then, as permitted by Applicable Regulation and subject to your express consent, we may acquire full ownership of all amounts received from you, or credited by us to your Account. This money may be used to cover your potential liabilities to us under the Agreement. Such money may not constitute Client Money for the purposes of Applicable Regulation and so may not be segregated from money held in our own account(s) and may be used by us in the course of our business. You will rank as a general creditor of us in respect of this money in the event of our insolvency.

POINT reserves the right to apply discretion to Professional Clients and treat your money as Client Money, therefore segregating your money from the firm's money to ensure your money is protected. POINT will inform professional clients if their money is not to be treated as Client Money, placed in segregated client accounts and therefore not protected under the Client Money regulations or alternatively, not treated as Client Money, held in the firm's own bank account and therefore not afforded the protection under the Client Money regulations which are afforded to Retail clients. If you disagree with any decision made by POINT please contact POINT Support to discuss your available options.

**1.13** We will take reasonable care in the selection of any bank or third party holding Client Money. We shall not be liable for the solvency, acts or omissions of any bank or other third party holding Client money as a result of their negligence, fraud or wilful default.

**1.14** At the close of business on each Business Day we carry out reconciliations between money required to be held in the Client Money bank account(s) and Client Money that is held in the Client Money bank account(s) in accordance with Applicable Regulations. Any required transfer to or from the Client Money bank account in respect of your Account will take place on the following Business Day. We may carry out such reconciliations and transfers more frequently, should we reasonably consider that this is necessary to protect our or your interests.

**1.15** Risk Warning: Before entering into this Agreement, the Client should carefully read and consider the Risk Disclosure which is available on the Website. The Risk Disclosure sets forth the particular risks of investing in foreign exchange and contracts for difference. POINT will consider the request to open an account by the Client and its acceptance of this request, as unequivocal evidence that the Client has read and is prepared to accept the risks set out in the Risk Disclosure. The Risk Disclosure is helpful but does not describe all of the risks related to trading in contracts for difference. It is the Client's responsibility to make sure it is fully aware of all these risks and to take advice, if necessary, before entering into this Agreement.

**1.16** Conflict of Interest Policy: The Client should be aware that, when providing investment services to the Client under this Agreement, POINT will have interests (including interests deriving from duties POINT owes other clients or parties) in conflict with the Client's interests, and some conflicts could not be effectively avoided or mitigated without altering the discretionary nature of the prices quoted by POINT. Indeed, by trading in contracts for differences the Client will make gains or incur losses as a result of a difference in prices (or exchange rates, as applicable) at which trading positions are respectively opened or closed. POINT does not normally owe best execution duties to the Client as POINT deals with the Client "on quotes", so it does not execute orders "on behalf" of the Client. When the Client wants to enter into a particular contract with POINT it may decide whether or not to do so based on the price (or exchange rate, as applicable) quoted by POINT for that contract.



POINT determines the prices (or exchange rates, as applicable) at which it is prepared to enter into a contract with the Client (and the relevant bid-ask spread) in its absolute discretion, taking into account the price levels quoted by competitors and other intermediaries, general market conditions as well as other factors such as the exposure of POINT to the underlying financial instruments.

The Client realises and accepts that this pricing process involves conflicting interests of POINT which are intrinsic in the investment business POINT carries out under this Agreement. POINT will provide trading services to the Client on the basis that the Client is satisfied with the pricing policies and practices of POINT and believes that POINT's pricing provides a fair treatment of the Client's interests. Where POINT may reasonably take steps to avoid or mitigate conflicts arising in the supply of its services which are likely to significantly affect the Client's interests, POINT will do so in accordance with its Conflict of Interest Policy which contains provisions, among others, designed to:

- a. describes the main sources of conflicts or potential conflicts with the Client's interests which may arise in the supply of services by POINT under this Agreement;
- b. establishes the procedures by which such conflicts will be identified and managed by POINT from time to time;
- c. express the cases where the existence of a conflict must be disclosed to the Client before POINT can execute an order under this Agreement, so that the Client may decide whether or not to confirm the order; and
- d. establishes the procedures by which the Conflict of Interest Policy will be revised when needed or periodically updated. A summary of the Conflicts of Interest Policy is available on the Website. Further details will be provided upon the Client's request.

**1.17 Services covered by the Agreement:** This Agreement will only apply to the services described in Section 2. Other activities carried out by POINT – within the investment and ancillary services contemplated by Section 1.2 - fall outside the scope of this Agreement.

**1.18 Charges and Commissions:** All charges and commissions of POINT applicable under this Agreement are set out under the relevant platform and product specifications, as amended from time to time, on the website.

**1.19 Amendments to the Agreement:** This Agreement (including any Appendices) may be amended by POINT, in whole or in part, from time to time as set forth in Section 16.3. Any amendment will be made by POINT at its discretion either on notice or, in specified circumstances, without prior notice. Please refer to Section 16.3 for further details.

**1.20 Languages:** The Client may communicate with POINT in English. The Agreement and all documents issued by POINT in connection with the Agreement (whether supplied to the Client or available on the Website: collectively with the Agreement, the "POINT Documents") will be in English.

**1.21 Additional Information:** For additional material information concerning this Agreement and the services provided by POINT hereunder please refer to the following Sections and the Appendices referred to within:

- a. Order Execution Policy: Section 2;
- b. Reporting duties of POINT: Section 10;
- c. Management of Client's complaints: Section 17; and
- d. Individual Platform Terms & Conditions





## 2. Point Services

**2.1** Subject to the Client fulfilling its obligations under this Agreement, POINT may provide the following services to the Client (the “Services”):

- a.** entering into spot contracts for differences with the Client on currencies, indices, precious metals, oil, commodities and financial instruments and products as listed in the Underlying List (respectively, “Contracts” or “trading positions” and the “Underlying”) acting as principal and not as a Client’s agent; and
- b.** receiving and transmitting orders relating to Contracts to other investment firms or authorized intermediaries acting on behalf of the Client. The Services shall be deemed to include, if POINT so agrees in its sole discretion from time to time, any such ancillary services which POINT is authorized to provide as the Client may request. Unless otherwise expressly agreed to in writing by POINT, when fulfilling Client orders POINT shall be treated as providing the Service under (i) above (“dealing on own account”).

**2.2** Unless otherwise expressly agreed to in writing, POINT shall provide the Service under Section 2.1 (i) by fulfilling Client’s orders for its own account but not on behalf of the Client. POINT shall quote (either through the Platform or otherwise) the price (or exchange rate, as applicable) at which it is willing to enter into a particular Contract and the Client may decide whether or not to enter into such Contract at the price (or exchange rate, as applicable) quoted by POINT and on the terms contemplated by this Agreement. As a consequence, POINT shall not owe best execution duties to the Client under applicable MiFID rules save where it expressly agrees in writing to provide a Service on behalf of the Client. When POINT executes an Order on behalf of the Client, it will generally act in accordance with its order execution policy (the “Order Execution Policy”) as may be amended from time to time. A summary of the current Order Execution Policy has been provided to the Client and is also available on the Website. POINT shall not provide the Client with any tax or other advice in relation to the Orders placed under this Agreement, the Contracts or otherwise in connection with this Agreement except that POINT will assess the appropriateness of the Services and the merits of the Client entering into this Agreement under applicable MiFID rules and in compliance with Sections 1.4 and 3.2. The Client may wish to seek independent advice before entering into this Agreement and placing any Orders or entering into any Contracts under this agreement.

**2.3** The Client shall enter into this Agreement as a principal and not as an agent for any other person unless otherwise agreed to in writing by POINT.

**2.4** The Client acknowledges and agrees that POINT will carry out its trading business 24 hours a day, 5 days a week, from Sunday at 10 pm GMT through to Friday at 10 pm GMT or during such other Trading hours as are disclosed on the Website, as applicable in relation to each Underlying or market. Subject to Section 2.6 and to the terms of this Agreement generally, POINT will only quote prices and accept Orders or instructions in respect of any Contract during those hours.

**2.5** Where, in POINT reasonable opinion, a public holiday in any jurisdiction affects the relevant underlying market, POINT shall not be obliged to quote prices and will not accept Orders or instructions in respect of any Contract related to that market. POINT shall, from time to time, give reasonable notice of such public holidays and the affected Contracts on its website and/or within the Platform. In some cases, Contracts may only be traded during the time when the relevant exchange, where the Underlying is traded, is open. Where trading relates to any such Contract, POINT shall not be obliged to quote prices and will not accept Orders or instructions during any time when the relevant exchange is closed for business. POINT shall endeavour to inform the Client of the Contracts that are subject to such limited trading hours on its website and/or within the Platform.

**2.6** Any change to the trading hours or other information contemplated by Sections 2.5 and 2.6 shall not be treated as an amendment to this Agreement and shall take effect as and when the relevant determination of POINT or event occurs with no need for prior notice to the Client (without prejudice to the obligations of POINT under Section 2.6).





### 3. Account Opening

**3.1** The Client shall open an account with POINT (the “Account”) before placing any Orders or instructions or entering into any Contract with POINT under this Agreement. No Orders can be placed and no Contract may be entered into until an Account is opened and cleared funds have been deposited in accordance with this Agreement.

**3.2** For opening an Account, the Client must complete and submit the Application Form, as well as indicate by tick box that you have read and accept this agreement subject to POINT rights under Section

**3.3** provide the requested identification documents and fund the account. Following receipt of the Application Form and the additional documents indicated above, POINT may carry out all the searches and enquiries that POINT deems to be appropriate from time to time to assess the Client’s credit worthiness, including, without limitation, checks from banks, credit reference agencies and other reputable sources. POINT may use credit-scoring methods to assess the Client’s Application Form, to verify the Client identity and to consider any changes to the way in which the Client operates the Account. The information may be also used for debt tracing and the prevention of money laundering or terrorism financing as well as for the management of the Account. The Client authorizes POINT to use the information to perform the above checks in relation to the Application Form and this Agreement generally. The Client shall inform POINT in writing immediately of any material changes to the information provided to POINT by mean of the Application Form, for example in relation to contact details, change in address, nationality, change in financial Circumstances or any adverse matter relating to the Client’s affordability or capacity for loss. You agree that for your application form to be successful, you will be required to provide identity and Proof of address verification documents (referred to as “due diligence documents”) to POINT, and you authorise POINT to conduct certain background checks in accordance with Anti Money Laundering (AML) and Counter-Terrorist Financing regulations. Once all background checks have been conducted on the client and sanctions, fraud, criminal records or any other adverse media has been identified about the client, you will be provided an Account number.

**3.4** POINT may or may not accept the Application Form at its absolute discretion and may require you to provide further information or due diligence documents as and when necessary. If the Application Form is accepted by POINT, the Client shall be notified of the Account number and invited to make an initial deposit in accordance with the instructions contained in the Application Form and any other operative indications available on the Website (the “Initial Deposit”). The Initial Deposit may be made by means of an accepted credit card, wire transfer or a cheque made out to POINT.

**3.5** The Client may only start trading with POINT after the Initial Deposit is credited to the client bank account of POINT as set out in Section 3.7, however POINT may at its discretion authorize the Client to trade immediately for up to 2 business days preceding the date of crediting of the Initial Deposit if satisfactory evidence of the wire order is available to it by loaning the part or the full amount of the deposit made.

**3.6** The Account shall be opened in the name of the Client (as shown on the clients valid recent ID/Passport). The Client may also open one or more additional Accounts in its own name. If the Client opens two or more Accounts, POINT will treat such Accounts separately subject to the provisions of this Agreement, and any reference to the Account contained herein shall be deemed as a reference to a single Account and not to all Accounts taken together. At the Client’s request, POINT may, in its absolute discretion, agree to treat two or more Accounts opened by the Client as a single Account, giving notice to the Client in writing. In such a case, any reference to the relevant Account contained in this Agreement shall be deemed as a reference to all Accounts so aggregated POINT.

**3.7** Power of Attorney: The Client may, by means of the Appointment Form for the Attorney, appoint another person to trade on the Account (the “Attorney”), giving Orders and/or instructions to POINT on behalf of the Client. The Client will need to complete the Limited Power of Attorney form available in the legal section of the POINT website or on emailed request. Any variation in the person who is authorized by the Client to trade on the Account shall be notified



in writing to POINT. Unless and until POINT receives written notice of termination or substitution of the Attorney from the Client, POINT shall be entitled to accept Orders and/or instructions to trade on the Account from the Attorney, and the Client shall recognize such Orders and/or instructions as valid and binding. For the avoidance of doubt, the appointment of the Attorney shall not prevent the Client from operating the Account directly and POINT may not be required to reject or disregard Orders or instructions of the Client in reliance on agreements reached by the Client and the Attorney, if any, which shall not be binding on POINT. POINT shall be authorized to act upon the oral, written or electronic instructions transmitted by the Attorney or by a person who appears to be the Client or the Attorney even if that Person is neither the Client nor an Attorney. In particular, POINT shall be entitled to carry out any instructions or Orders transmitted using Client's username, password and Account number. The Client may request POINT to make payments to the Attorney by debiting the Account to the extent cleared funds is available at the time of the request.

**3.8** The Initial Deposit and any additional funds deposited by the Client on its own initiative or at the request of POINT under this Agreement (the "Client Deposits") shall be credited to a client bank account of POINT (the "POINT Client Account") and shall be administered on behalf of the Client subject to Section 3.9.

**3.9** Any crediting of Client Deposits to the POINT Client Account shall be made by the Client net of any bank fees, commissions or other charges or costs. For the avoidance of doubt POINT will not pay interest on any amounts in your account, unless we have agreed to do so in writing, on signing this agreement. You consent to the fact that no interest will be paid to you on any amounts in your account and that we will retain such interest. Any transfer of funds to the Client made or allowed to be made by POINT pursuant to a permitted withdrawal under this Agreement shall be net of any bank fee, commission, expense, cost or other charge unless we state otherwise.. POINT may charge for incidental banking-related fees such as wire charges for deposits/withdrawals and returned check fees. POINT reserves the right to change its fee structure and/or parameters at any time without notice. Fees do not currently, but may in the future include such things as statement charges, order cancellation charges, account transfer charges, telephone order charges or fees imposed by any interbank agency, bank, contract, Market or other regulatory or self-regulatory organisation arising out of POINT provision of services hereunder. Client may incur additional fees for the purchase of optional, value added services offered by POINT.

**3.10** Subject to the following provisions of this Section 3.9, any and all Client Deposits shall be treated as "Client Money" in accordance with applicable Marshall Republic Law and Regulations, and POINT shall deal with Client Money in compliance with Section 8.3. The Client acknowledges and agrees that a portion of all Client Deposits determined by POINT in accordance with Section 8.2 shall not represent Client Money and the Client shall be deemed as having transferred to POINT full ownership of, and title to, that portion of the Client Deposits such that the Client will not have any proprietary claim over that portion of the Client Deposits which will not be segregated. POINT may deal with the portion of the Client Deposits which does not represent Client Money on its own account including, without limitation, transferring such money to any bank account other than the POINT Client Account subject however to the Client's rights, waivers and obligations set forth in this Agreement (including the rights and waivers of the Client under Section 3.8

**3.11** The Account shall be denominated in the currency expressly agreed to in writing by the Client and POINT or, in the absence of such an agreement, in Euros (the "Base Currency"). Any payment owed by a party to the other as a result of any gain, earning, loss, cost, liability or otherwise which is made, incurred, accrued or howsoever arising under or in connection with this Agreement and is denominated in a currency other than the Base Currency shall be converted into the Base Currency at the then prevailing exchange rates as established by POINT in its sole discretion.

**3.12** All gains, earnings, losses, costs and liabilities made or incurred by the Client under or in relation to any Contract or any Service provided by POINT or otherwise in connection with this Agreement (including commissions charged by POINT hereunder and exchange gains or losses under Section 3.10) shall be credited or debited to the Account, as applicable.





**3.13** The Client may, at any time, withdraw funds from the Account by submitting a written request to POINT. The amount requested must be available funds, with available funds subject to the current margin requirements of open positions. POINT may, at its discretion, elect to withhold payment (or deduct an amount from it, as applicable) if:

- a.** Open Contracts show notional losses;
- b.** The relevant funds may reasonably be required to meet future Margin requirements due to underlying market conditions;
- c.** The Client has any contingent liability to POINT in respect of any other Account;
- d.** POINT is required by applicable law or regulations to deduct or withhold such payment; or
- e.** There is an unresolved dispute between POINT and the Client in connection with this Agreement or any related contract.

**3.14** The relevant payments shall be made by POINT in accordance with Section 3.8. No payment shall be made by POINT to any third party (other than Attorney, as applicable) out of the Account and POINT will look to return funds by the same means as to which they were deposited up to the amount deposited and then the remainder by Bank transfer. The Client may withdraw funds from his account(s) at any time. Withdrawals are made by request via the withdrawal funds tab. Once the appropriate account and amount is chosen the back office processes the request which takes up to three (3) days to be completed and thus for the payment to be made. Note that the withdrawal method must be identical with the deposit method in order for the payment to be processed.

**3.15** The Client agrees that, in the event that there has been no movement on the account balance for a period of at least six years (notwithstanding any payments or receipts of charges or similar items) and we are unable to trace you and return your account balance to you, despite having taken all reasonable steps to do so, we may cease to treat your money as client money and accordingly release any client money balances from the segregated account. However, if at any point after this time, you ask us to return your account balance to you we will do so if your account balance is in credit.

**3.16** We may rely on the information that you provide us in your Client Account Application as being correct at all times, unless you notify us otherwise. It is your responsibility to promptly inform us in writing if at any time during your relationship with POINT you become aware of any information or circumstances which might reasonably indicate that our initial assessment should be changed.

**3.17** To assess your creditworthiness, manage credit risk and to prevent fraud (or other criminal activity) you acknowledge and agree that we may:

- a.** Make periodic searches and enquiries about you and any Related Party at credit reference agencies, your employers and any other relevant parties (as applicable);
- b.** Disclose information to organisations involved in fraud prevention; and
- c.** Obtain information from and disclose information to other broker-dealers or investment managers which deal in or manage investments for you concerning any payment or security default or concerning any investment which is related to or connected with Transactions which you seek to open with us.





**3.18** You accept full responsibility for any transaction that may occur on an account opened, held or accessed through the use of the password provided by POINT, even if such use may be unauthorised or wrongful. You agree to accept full responsibility for the use of the on-line trading facility, for any orders transmitted through the on-line trading facility and for all communications and the accuracy of all information sent via the on-line trading facility using your name, password or any other personal identification means implemented to identify you.

**3.19** You warrant and agree that any person who is in possession of any password has been authorised by you, and you acknowledge that you will be responsible for any actions on the account associated with the use of its password. You agree to notify POINT immediately should you become aware of any unauthorised use, loss or theft of your, username, password or account numbers; or inaccurate information with respect to the content of statements including, cash balances, open positions or transaction history.

**3.20** Access to the Trading Platforms are furnished pursuant to a non-exclusive, non-transferable, revocable license and their use is subject to the terms of this Agreement.

**3.21** If more than one natural person executes this Agreement, all such natural persons agree to be jointly and severally liable for the obligations assumed in this Agreement. If this Agreement is executed by a trust, unincorporated association, partnership, custodian or other fiduciary, such Client agrees to indemnify, defend, save and hold free and harmless POINT for any liabilities, claims, losses, damages costs and expenses, including attorney's fees, resulting directly or indirectly from breach of any fiduciary or similar duty or obligation or any allegation thereof, including attorney's fees.

**3.22** If your Account is set up as a Joint Account, POINT is authorised to act on the instructions of any one owner, without further inquiry, with regard to trading in the Account and the disposition of any and all assets in the Account. The parties to such joint account shall each be jointly (together) and severally (individually) liable.

**3.23** POINT reserves the right, in accordance with Anti Money Laundering regulations and other Applicable Regulations, to carry out checks on the identity of all individuals who are part of a joint bank account, where the bank account is to be used for funding your trading Account and for the purpose of withdrawals from your trading account.

---

## 4. Margin

**4.1** The Client shall at all times ensure that the balance of the Account is equal to or greater than the sum of all Client Deposits required by POINT (each a "Margin") in relation to open Contracts and any other exposure of the Client related to a Service provided by POINT. The margin requirement needed in relation to each trading position is available at [www.pointfxltd.com](http://www.pointfxltd.com) under the trading specifications of each product. POINT may vary the Margins in its absolute discretion at any time and the new Margins shall be disclosed as indicated above and shall apply immediately to any new trading position opened by the Client. If POINT notifies the Client in writing of the new Margin requirements, these new requirements will apply for positions remaining open as of the date specified within the notice. Such notice period will be no less than 14 days unless such change is required due to or caused by regulatory or legal requirements in which case it may be effective immediately.

**4.2** The Client acknowledges and agrees as follows:

- a.** The balance of the Account must at all times satisfy the Margin requirements established in accordance with Section 4.1;
- b.** Section 4.3 shall apply in determining whether the above Margin requirements are satisfied;





- c. The Client must at all times monitor the Account balance against the Margin requirements;
- d. POINT may, but shall not be obliged to, inform the Client that the Account balance is insufficient to meet the Margin requirements in relation to existing trading positions and/or for the opening of any new trading position;
- e. Failure to meet the Margin requirements constitutes an Event of Default and may have adverse consequences for the Client under this Agreement; and
- f. The Margin requirements are not intended to represent the Client's entire liability in relation to open trading positions.
- g. POINT may at any time change its Margin requirements. Any requirement for Margin payments must be satisfied with the time specified, if none is specified, immediately. One Margin call does not preclude another.

**4.3** The Client's open trading positions shall be marked to market on an on-going basis during trading hours. The Client acknowledges and agrees that the Account balance may become insufficient due to:

- a. The market moving against the Client on one or more open trading positions (as a result of which mark-to-market losses will be entered in the Account);
- b. POINT re-setting Margin requirements (subject to Section 4.1); and
- c. The Client being allowed to trade by POINT notwithstanding Margin requirements is not met.

**4.4** If the Account balance becomes insufficient to meet Margin requirements, then POINT:

- a. Shall not accept new trading orders (however POINT may permit the Client to trade, in its absolute discretion, without prejudice to any rights and remedies of POINT under this Agreement which will not be deemed to be waived by this decision);
- b. May but shall not be required to claim the deposit of additional Margins by the Client; and
- c. Shall have a right to close one or more open trading positions of the Client as necessary to reduce Margin requirements below the Account balance.
- d. May prevent withdrawal of any funds.
- e. The Client acknowledges and agrees that:
- f. The Platform settings may automatically stop trading activities which would result in a breach of Margin requirements (without prejudice to all rights and remedies of POINT under this Agreement where the automatic stop mechanisms fail to work properly or POINT elects to permit the Client to trade) or in cleared funds (taking into consideration your profit and loss) in the Account is equal to or less than below a 50% set (fifty percent) age of the total Initial Margin requirement for open Orders. The minimum
- g. Close-out of open trading positions will be made starting from those showing the largest losses (however POINT may change this close-out Order as it sees fit in its absolute discretion from time to time).





## 5. Spreads and Trading

**5.1** Applicable spreads depend on the individual account type you have opted for and the product specifications. Such spreads are variable as the spread in the underlying market are themselves variable. POINT then applies a fixed spread of its own and/or a commission payment is required. As spreads vary on the underlying market you may end up closing a trade with a wider spread than you opened especially during times of economic news. You should be aware of this risk and take this into account in your trading strategy. The spread is taken into consideration immediately on opening a position therefore your position will open showing a loss. This is normal. To make a profit you need the price to move by at least the spread and/or any commission you paid.

**5.2** Upon opening the Account, the Client shall provide POINT with a USER ID and Password to access 'MyAccount'. POINT shall set an account number and password (the "Access Codes") to access the trading platform of POINT (the "Platform"). The Client can change their password at any such time as the Client deems it necessary. The Access Codes may only be used by the Client or the Attorney (if appointed) to the exclusion of any other person. The Client shall not disclose the USER ID, the Account number and the Access Codes (collectively, the "Account Access Information") to any person (but the Client may disclose the Access Codes to the Attorney, if appointed) and shall use best efforts to preserve (and ensure that the Attorney, if appointed, preserves) the full confidentiality of the Access Codes. The Client shall inform promptly POINT in writing if the Client knows or suspects that any unauthorized person has acquired (or has attempted to acquire) knowledge of the Account Access Information.

**5.3** POINT may rely on any access to the Platform with the Access Codes as being made by the Client or the Attorney (if appointed). In order to protect your computer and person data, POINT recommends the use of anti-virus software with regular updates and scans being carried out. POINT is not responsible for access gained to the Platform through the Client's password being 'stolen' through virus or other such software. POINT strongly recommends against the use of password management software (whether browser based or third party software). Any access to the Platform, gained through such software, will be the Clients responsibility, regardless of whether the Client authorizes this. Furthermore, POINT strongly recommends locking devices when not in use at all times, and where possible, making use of a password only known by the Client as again, POINT may rely on the use of the Platform as signalling trades carried out by the Client.

**5.4** Unless a different agreement is made with POINT, the Client (and the Attorney, as applicable) shall send all orders relating to a Service provided by POINT under this Agreement (the "Orders") using the Platform in accordance with any terms or instructions relating to the use of the Platform which may be published on the Website. Where POINT agrees to act upon an Order transmitted by phone or in writing, it shall be regarded as doing so on the basis that:

- a. the price or the exchange rate (the "Price") at which the relevant Contract would be entered into is the Price quoted by POINT as displayed on the Platform or otherwise, and any such Order will be for a Contract to be entered into at such Price; and
- b. POINT will process the Order by entering the relevant Contract into the Platform trading system using the Access Codes provided by the Client (or the Attorney, as applicable), in each case, unless a different intention is expressly and clearly stated by POINT in writing.

**5.5** Where POINT accepts an Order transmitted by phone, it shall be regarded as doing so on the basis that:

- a. POINT believes in its exclusive judgement to be in a position to identify the Client (or the Attorney, as applicable) in accordance with its internal procedures, but POINT will not be liable for accepting an Order transmitted by an unauthorized person other than in case of gross negligence, willful default or fraud; and



**b.** the Client is aware and agrees that the phone call will be recorded by POINT and the recording and any transcript of it will be accepted as conclusive evidence of the Order.

**5.6** Any Order shall be treated as an offer from the Client to enter into a Contract subject to the provisions of Section 2.2. When the Client wishes to enter into a particular Contract, it may request a quote for such Contract from POINT either by accessing the Platform (where POINT quotes bid and ask Prices for such Contract by displaying them on the Platform during trading hours) or by submitting a verbal or written request to POINT (in any other case).

**5.7** POINT may or may not accept an Order in its absolute discretion, except that POINT may not refuse to fulfil an Order to close out an open trading position issued by the Client in accordance with this Agreement. POINT may also quote a new Price for a Contract, after receiving an Order, whenever it believes re-quoting is appropriate in consideration of market conditions or for any other reason. If POINT re-quotes the Price for a particular Contract, the original Order shall no longer be considered valid and binding and the Client may or may not send a new Order at the new Price quoted by POINT. The Client may revoke any Order at any time before acceptance by POINT, and POINT may delay the acceptance of an Order as it sees fit without giving notice to the Client and shall not be held liable to the Client for late acceptance of an Order. Any Order accepted by POINT shall be displayed as such on the Platform (if it relates to a Contract which may be traded on the Platform) and shall no longer be revocable by the Client.

**5.8** The Client acknowledges and agrees that:

**a.** POINT will quote Prices under this Agreement based on (but, for the avoidance of doubt, with no fixed or binding relationship with) the prevailing prices and rates at which an Underlying is traded on the interbank market or other financial market which POINT regards as a reference market in consideration of trading volumes, bid-ask spreads and/or any other factor judged relevant by POINT;

**b.** the Prices quoted by POINT including bid-ask spreads may be changed by POINT at any time in its absolute discretion; and

**c.** POINT may discretionally set Margins and minimum or maximum size for each tradable Contract and may vary them at any time in its absolute discretion (provided that any variation in minimum or maximum Contract size shall not retroactively apply to open trading positions).

**5.9** The Client acknowledges and agrees that software engineering, telecoms and electricity services affecting the use of the Platform are not under the control of POINT and that POINT shall not be responsible for:

**a.** any error in the transmission of an Order;

**b.** any misinterpretation or mistake affecting an Order sent through the Platform (including technical and/or mechanical damage);

**c.** any access to Client data by unauthorized persons;

**d.** the Client's inability to access or use the Platform at any time; and

**e.** more generally, any loss or damage incurred or suffered by the Client as a result of failures in the services supplied to POINT by software engineering, telecom and electricity service providers; in each case, unless there is evidence given by the Client that this was caused by the gross negligence, willful default or fraud of POINT. In such circumstances, POINT will only be liable for damages or losses suffered or incurred by the Client which the Client proves to be the direct consequence of such gross negligence, willful default or fraud (subject to Sections 10.4 and 10.5).





**f.** POINT reserves the right to not execute or to cancel executed orders in the case of any software engineering, telecoms and electricity services failure.

POINT shall be responsible for the regular updating of the Platform Software. Whereby the Client fails to update the Platform as indicated, POINT shall not bare any responsibility.

**5.10** If the Client wishes to challenge a Contract or to dispute the way in which an Order has been fulfilled by POINT or to object to POINT not accepting to fulfill an Order, it must do so by oral or written notice to POINT within 2 business days as of the date of the Contract or the Order, as applicable. If the Client fails to deliver such a written notice to POINT within the above term, POINT shall be entitled to reject or disregard any verbal or late notice and the Client will be barred from any right to raise a valid judicial claim against POINT for the relevant matter

**5.11** The Client and POINT acknowledge and agree that:

**a.** any Contract which may be entered into under this Agreement will be a spot contract for differences (“CFD”) in nature relating to an Underlying listed on the website [www.pointfxltd.com](http://www.pointfxltd.com); and

**b.** under a CFD (a) neither POINT nor the Client may acquire any interest in or right to acquire or be obliged to sell, purchase, hold, deliver or receive an Underlying and (b) the rights and obligations of each party are principally to make and receive payments as provided for by or under this Agreement except that Share CFDs will attempt to replicate Corporate Actions at which stage the Client may be Credited or Debited sums of money or required to go further Long or Short on their position.

**5.12** The parties agree that the following rules shall apply to CFDs (excluding Bond CFDs – see Appendix B):

**a.** any trading position opened by the Client shall automatically be rolled over until it closes in accordance with point (iii) below or the individual product specifications state otherwise;

**b.** if two or more trading positions concerning the same Underlying are open on same Account, these shall be closed on a First In First Out (FIFO) basis unless Section 4.4 applies;

**c.** the new trading position under (i) above may be entered into (a) by the Client (by issuing a specific Order or by operation of a pending stop or limit Order) or (b) by POINT in the cases contemplated by Section 6.1 or (c) where close-out levels linked to Margin requirements are reached (subject to Sections 4.3 and 4.4); and

**d.** without prejudice to mark-to-market entries made in accordance with Section 4.3 (i), any gain or loss resulting from a closed trading position (which gain or loss will be the difference between the POINT-quoted bid or ask Prices, as applicable, at which the Contract was entered into and subsequently closed in accordance with point (iii) above, multiplied by the number of lots included in the Contract size) shall become due and payable by POINT to the Client or vice versa at the time the trading position is closed and shall be credited or debited to the Account, as applicable.

**5.13** For so long as a trading position is open, a swap or daily interest depending on the CFD (the “Swap”) applies. It is calculated on a daily basis, it shall accrue to the benefit of the Client or POINT as applicable, but the Swap shall become due and payable as set forth below. The Account shall be debited or credited with the amount of the accrued Swap every calendar day, provided however that the Swap shall only become due and payable by the Client to POINT or vice versa when a trading position is closed.

**5.14** Technical terms and instructions regulating the use of the individual platform and the Orders may be published by POINT on the Website, and such terms and instructions shall be deemed as an integral part of this Agreement subject to Section 16.3.





**5.15** The parties acknowledge that errors may occur in the Prices quoted by POINT due to internet or connectivity failures or delays, price feed mistakes or otherwise resulting in quoted Prices materially deviating from market rates. In such circumstances, without prejudice to any rights either POINT or the Client may have under common law, neither the Client nor POINT will be bound by any Contract which purports to have been made (whether or not confirmed by POINT) at a Price which was, or ought reasonably to have been, known to either the Client or POINT to be materially incorrect at the time the Contract was entered into.

Except for the case of fraud, POINT shall not be liable for any loss or damage suffered by the Client as a result of the reliance of the Client on a Price which the Client knew, or ought reasonably to have known, to be materially incorrect.

**5.16** The Client acknowledges and agrees that:

**When entering into these Terms and Conditions and every time the Client enters into a Transaction, or gives POINT any other instruction, he/she will not use any Abusive Trading Strategies on the**

- a.** Use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Platform(s) or the communication system or any system of the Company;
- b.** Use, without the consent of POINT, of any software which applies artificial intelligence analysis to the systems and/or Platform(s) and/or Client Accounts of POINT;
- c.** Send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations;
- d.** Do anything that will or may violate the integrity of the Company computer system or Platform(s) or cause such system(s) to malfunction or stop their operation;
- e.** Any action that could potentially allow the irregular or unauthorized access or use of the Platform(s);
- f.** Send massive requests on the server which may cause delays in the execution time;
- g.** Abusive Trading;
- h.** Exploiting a fault, loophole or error in the POINT software, system, the Platforms; and/or Client Accounts, etc.

**5.17** In case POINT reasonably suspects that the Client has breached the terms of clause 5.16 above, POINT reserves the right at its sole and absolute discretion, to revoke any Contract and/or Transactions entered into by the Client resulting from Abusive Trading Strategies, without prior notice to the Client and regardless of whether such revocation would result in Losses in the Client's Account or would cause him/her to breach his/her Margin Requirements.

POINT also reserves the right at its sole and absolute discretion, to take all necessary steps including making corrections or adjustments on the Client's Account without prior notice, for example, any Transaction placed through the System which relies on price latency or an arbitrage opportunity may be modified, adjusted, corrected, rejected, terminated or voided at any time. In addition, where such circumstances exist, the Client understands and agrees that POINT shall not remit payments to or process withdrawal requests from the Client, until the appropriate corrections are made to the satisfaction POINT. When determining whether a situation amounts to an Abusive Trading Strategy, POINT may take into consideration all information in its possession including information concerning relevant market conditions and errors in the System.





POINT will not be liable for any loss, cost, claim, demand or expense the Client may suffer (including loss of profits or any indirect or consequential losses) resulting from any action that POINT takes in connection with addressing the Client's Abusive Trading Strategies or any action which POINT takes, or refrains from taking in relation to Transactions resulting from the Client's Abusive Trading Strategies, except to the extent caused by POINT own fraud, willful default, or gross negligence.

## **6. POINT's rights on Trading Accounts**

**6.1** POINT has the right to delete any Pending Orders older than 1 month from the Client's Trading Account history.

**6.2** The Client acknowledges, fully understands, accepts and confirms that any and/or all of the Client's Trading Account(s) history in POINT Platforms may at any time and without prior written consent and/or notice, be archived by POINT to a single summarised line in the respective Trading Account(s), where such Trading Account(s) history records exceed a timeframe of one (1) month.

**6.3** The Client further acknowledges, fully understands, confirms and accepts that such archived trading and non-trading history shall be accessible and/or downloadable at any time.

**6.4** POINT confirms that Client's archived original trading history records from POINT Platforms, shall be accessible and/or downloadable by the Client at any time.

**6.5** POINT confirms that all Client's records and/or trading and non-trading activity, current and/or past and/or archived shall be kept for at least five (5) years after the termination of the business relationship with the Client as per the applicable legislation unless it is necessary to be kept for a longer period.

## **7. POINT's Right to Close out Contracts**

**7.1** POINT may close out all or some of the Client's trading positions in the following cases:

- a.** POINT is required to do so by any regulatory or other authority;
- b.** POINT knows or has reasons to suspect that the trading positions concerned have been opened by the Client in breach of any applicable Law and Regulations;
- c.** POINT knows or has reasons to suspect that the Client involves POINT directly or indirectly in any type of fraud, in which it places POINT's as well as other POINT's clients interests at risk.
- d.** POINT knows or has reasons to suspect that the Client's trading activity effects in any manner the reliability and/or smooth operation and/or orderly of the Company's Trading Platform.
- e.** the Client fails to make Margin or other payments due to POINT under this Agreement or does not perform any other obligation owed to POINT under this Agreement or any transaction contemplated by this Agreement;
- f.** the Account balance falls below the Margin requirements established by POINT in compliance with Sections 4.1 and 4.3;
- g.** a transaction was executed wrongly due to a 'price misquote'
- h.** a Force Majeure Event occurs;



- i. a Hedging Event occurs with respect to one or more trading positions; or
- j. POINT exercises closing-out rights subsequent to variation of this Agreement.

**7.2** Any decision to close out all or some of the Client's trading positions under Section 6.1 shall be made by POINT in its sole discretion.

**7.3** POINT reserves the right to cancel or nullify any profit generated under any trading position stated in Section 7.1 and/or resulting from the close out of trading positions a result of the provisions of Section 7.2.

**7.4** Point Trader Group Ltd. operates Automatic Margin Stop Out when a client has lost either a present percentage of the initial margin where the initial margin equals the account balance or once the account balance equals the open margin a percentage of that balance. For example: A clients balance is £1000 – margin required for trading totals £1000 – once the client losses £500 POINT automatically creates a Margin Stop-Out or Close-Out will initiate to close all open positions, as a protective measure to limit further losses. The standard margin close-out figure is a minimum of 50% though this is higher depending on the type of account you have with Point. See schedule 3 for your figure. Due to this Point Trader Group Ltd. offers negative balance protection meaning that you will not owe them funds due to gapping in the market even where positions are unable to be closed though you can still lose 100% of the funds in your account. This does not apply to Corporate events or to other such losses or where commission is owed to close the trade.

## 8. Payments and Set-off

**8.1** The Client shall be required to pay to POINT, without limitation:

- a. the Margins set out in accordance with Sections 4.1 and 4.3 (subject to a minimum Initial Deposit);
- b. the amounts due under any Contracts (including any trading losses, Swaps and the Commissions provided for by this Agreement);
- c. the amount of any taxes paid by POINT on behalf of the Client (if any);
- d. any indemnity due by the Client under this Agreement;
- e. such additional amounts as POINT may reasonably require from time to time to secure the Client's obligations to POINT; and
- f. any debit balance on any Account (without duplication).

**8.2** The Client shall be responsible for payment (or reimbursement to POINT, as applicable) of all VAT, stamp duty or other taxes levied or claimed by any taxing authority or otherwise arising in any jurisdiction in relation to any Contract entered into under this Agreement.

**8.3** POINT shall have the right to withhold or deduct from any payment made to the Client under this Agreement or credited to the Account any amount required by applicable law to be withheld or deducted from any such payment or credit.





**8.4** The Client shall be required to indemnify POINT from and against all costs, claims, actions, proceedings, damages, expenses and liabilities arising as a consequence of the Client failing to make a tax payment as and when due in relation to any Contract entered into under this Agreement or to reimburse POINT for any tax payment made by it on behalf of Client.

**8.5** POINT shall have the right to set off any credit balance on the Account or other sum due by POINT to the Client against any debit balance or other sum due by the Client to it. This set off right may be exercised by POINT in its absolute discretion and without notice to the Client.

## **9. Client Money**

**9.1** All Client Deposits except the amounts set out in Section 8.2 shall be treated as Client Money. POINT shall deal with Client Money in compliance with applicable Marshall Republic Law and Regulations and in accordance with Section 8.3.

**9.2** POINT shall determine in its sole discretion the portion of the Client Deposits which is required to secure the present or future, actual or contingent liabilities and obligations of the Client to POINT on a daily basis (which determination shall be based on the Client's open trading positions and shall take account of market conditions as well as any other event or circumstance believed to be relevant by POINT in its exclusive judgment). The portion of the Client Deposits not qualifying as Client Money shall include but may be greater than the Margin requirements under this Agreement and shall deal with such portion of the Client Deposits in accordance with Section 3.9.

**9.3** Client Funds are protected under segregated accounts in top-tier banks. Section 3.8 shall apply to Client Deposits held in the POINT Client Account.

**9.4** The Client agrees, that in the event that the Client's remaining Trading Account Balance is up to 1 cent (USD) and the Client's Trading Account is closed or inactive for more than 90 calendar days, then POINT shall have the right to deduct this remaining Trading Account Balance of up to 1 cent (USD) and use it for charity purposes at its absolute discretion.

**9.5** If the Client's trading account remains inactive for a period of 90 concurrent days ('Inactive Account'), his account will be charged with a monthly maintenance fee of USD15.00 on the unused credit balance. The Client is considered to be inactive if no operations are performed on the Company's trading platform by the Client. It should be made clear that any maintenance fees shall not exceed the total balance of such Inactive Account.

## **10. Reporting to the Client**

**10.1** In respect to each Contract entered into under this Agreement, POINT shall send the Client at the end of each business day a report (the "Daily Report"). This report shall contain the specification of the transactions made during that day. Such reports shall contain the information required by the applicable MiFID rules and shall be delivered to the Client no later than close of business of the next business day following the day on which a Contract is concluded or closed out.

**10.2** In respect of each Account, POINT shall send the Client a monthly statement of Account (the "Report") containing the information required by the applicable MiFID rules to be delivered no later than 2 weeks after the end of each calendar month.



**10.3** Any Report to be delivered to the Client under this Agreement may be sent by POINT in electronic form and, where permitted by the applicable MiFID rules, may also be made available to the Client on the Platform with the reporting duties of POINT being accomplished by a notice delivered by POINT in accordance with Section 16.9 advising the Client that the Report is available on the Platform.

**10.4** The Client should verify the contents of each Report without delay. In the absence of manifest error, each Report shall be conclusive evidence of the trading activities and other facts stated therein unless the Client notifies POINT of any mistake, error or inaccuracy within 3 business days of receipt of the Report or the notice under Section 9.3.

## **11. Indemnity and Liability**

**11.1** The Client shall indemnify POINT, its affiliates, employees, agents, successors and assigns (each an “Indemnified Party”) on demand from and against all costs, claims, actions, proceedings, damages, expenses and liabilities of any nature whatsoever (whether present, future, contingent or otherwise and including legal fees) which an Indemnified Party may suffer or incur (collectively, the “Indemnified Party Losses”) as a direct or indirect consequence of:

- a.** any false representation or breach of warranty given by the Client under or in connection with this Agreement (including, without limitation, in the Application Form);
- b.** a breach by the Client of any of its obligations under this Agreement;
- c.** POINT exercising its rights under Section 13 (Events of Default); or
- d.** any other event contemplated by this Agreement as being subject to indemnification by the Client unless and to the extent such Indemnified Client Losses are suffered or incurred as a result of the gross negligence, willful default or fraud of POINT.

**11.2** Without prejudice to the generality of the foregoing, the Client shall indemnify POINT and any other Indemnified Party from and against all direct and indirect Indemnified Party Losses resulting from (a) the use of programmable trading systems (whether designed/manufactured by the Client or any third party) executed on or using the Platform, or (b) any claims against an Indemnified Party raised by a Client’s customer or other person in whose interest or behalf the Client has traded with POINT under this Agreement (whether in breach of this Agreement or otherwise).

**11.3** Any liability of POINT to the Client under applicable law for breach of this Agreement or any representation, statement, act or omission including negligence arising under or in relation to this Agreement (including any liability for acts or omissions of employees, agents and sub-contractors of POINT) shall be subject to the limitations set out in Section 10.4 (subject to Section 10.5).

**11.4** POINT shall not be liable to the Client for:

- a.** costs, claims, actions, proceedings, damages, expenses and liabilities which the Client may suffer or incur (collectively, the “Client Losses”) unless and to the extent that such Client Losses are suffered or incurred as a result of the gross negligence, willful default or fraud of POINT;
- b.** any Client Losses being the indirect or consequential effect of any act or omission for which POINT is liable to the Client including, without limitation, loss of profit, loss of business, loss of goodwill or reputation or other claims for consequential compensation;
- c.** any Client Losses suffered or incurred as a direct, indirect or consequential result of any error in any Order, instruction, information given by the Client (or the Attorney, as applicable) or of POINT acting upon any Order or instruction given, or which appears to be given, by the Client (or the Attorney, as applicable);





d. any adverse tax consequences of any trade; and

e. any other fact, circumstance, event or situation for or in respect of which POINT is not liable pursuant to specific exclusions or other terms of this Agreement.

**11.5** Nothing in Section 10.4 may exclude or limit (a) the liability of POINT for death or personal injury caused by its negligence or (b) any liability owed by POINT to the Client under Marshall Republic or other applicable law or regulations governing investment services and other financial activities performed by POINT under this Agreement (the “Law and Regulations”) which POINT is not entitled to contract out. POINT reserves the right to take any action POINT considers necessary to comply with applicable Law and Regulations. In the event of conflict or inconsistencies between any term of Agreement and any applicable Law and Regulations, the latter shall prevail.

## **12. Representations, Warranties and Covenants of the Client**

**12.1** The Client represents and warrants that:

a. all information supplied by the Client to POINT is complete, true, accurate and not misleading in any material respect;

b. the Client has entered into this Agreement and will enter into any Contract thereunder as a principal and not as another party’s agent or representative;

c. the Client is not subject to any legal disability and is not subject to any law or regulation preventing performance of this Agreement or any Contract or transaction entered into thereunder by the Client;

d. the Client has obtained all necessary consents, licenses and authorizations and has full power and authority to enter into this Agreement and any Contract or transaction thereunder;

e. the Client is in compliance with all laws and regulations to which the Client is subject in relation to this Agreement and any Contract or transaction thereunder including, without limitation, all tax laws and regulations, exchange control requirements, and registration requirements;

f. this Agreement and any Contract or transaction entered into thereunder create valid and binding obligations which are enforceable against the Client in accordance with their terms (subject to applicable principles of equity) in the jurisdiction in which the Client is resident and do not violate the terms of any law, regulation, order, charge, agreement or instrument by which the Client is bound or to which the Client’s assets are subject;

g. no Event of Default or any other event which may become (with the passage of time, the giving of notice, the making of any determination or any combination of these) an Event of Default (a “Potential Event of Default”) has occurred and is continuing with respect to the Client;

h. the Client is fully aware of the financial and other risks involved with trading under this Agreement and is willing and financially able to sustain a total loss of funds resulting from the Contracts and transactions entered into thereunder;

i. all cash given to POINT by the Client to satisfy Margin requirements or for any other purpose is and will be free from any charge, lien, pledge or encumbrance and is also beneficially held and legally obtained by the Client;





**j.** the Client has consistent and uninterrupted access to internet service and the e-mail address provided to POINT on the Application Form;

**k.** the Client will not enter into any Contract or transaction under this Agreement for the purposes of or in connection with any placing, issue, distribution, offer, take-over, merger or other similar corporate finance-type transaction, as applicable;

**l.** the Client will act in accordance with applicable law and regulations regarding market abuse, manipulation or misconduct, insider dealing and similar offences, as applicable; and

**m.** the Client will not undertake any act nor engage in any activity, other than in the normal course of business, which seeks to or may alter, distort or otherwise manipulate the relevant market or Underlying in relation to a Contract or transaction entered into under this Agreement.

**12.2** The representations and warranties under Section 11.1 shall be deemed to be repeated each time the Client provides POINT with Orders or instructions to enter into any Contract or transaction under this Agreement. The Client acknowledges and agrees that the above representations and warranties have been a material inducement to the decision of POINT to enter into this Agreement with the Client and such create a continuous obligation on the Client to inform POINT if any representation or warrant no longer holds true whilst they are a Client of POINT.

**12.3** The Client covenants to POINT and undertakes that:

**a.** the Client will at all times obtain and comply with, and do all that is necessary to maintain in full force and effect, all powers, authority, consents, licenses and authorizations referred to in Section 11.1;

**b.** the Client will promptly notify POINT of the occurrence of any Event of Default or Potential Event of Default;

**c.** the Client will use all reasonable endeavours to ensure compliance with Law and Regulations as applicable in relation to this Agreement and any Contract or transaction entered into thereunder;

**d.** the Client will promptly notify POINT of any change to the information provided to POINT upon entering into, or otherwise in connection with, this Agreement; and

**e.** upon demand, the Client will promptly provide POINT with any additional information POINT may reasonably require to comply with applicable Law and Regulations or any other legal requirement applicable to POINT including, without limitation, under AML/CTF rules or otherwise in connection with this Agreement.

## **13. Termination**

**13.1** This Agreement may be terminated by the Client at any time by giving written notice to POINT. Once processed by POINT, any positions remaining open will be automatically closed at the price offered by POINT at its sole discretion and any funds remaining in the account will be returned to the client in accordance with our withdrawals policy at the time, subject to any deductions for applicable charges.

**13.2** This Agreement may be terminated by POINT at any time by giving 10 business days' notice to the Client except that POINT may terminate this Agreement immediately:

**a.** if the Client fails to perform any provision of this Agreement;

**b.** upon the occurrence of any Event of Default; or





c. if the Client has no open positions on the Account at the time when the notice of termination is sent. Any positions remaining open at the end of the 10 business day notice period, will be automatically closed at the price offered by POINT.

d. where the Client's trading account has remained inactive as defined herein for more than twelve (12) months from the date of activation.

**13.3** The termination of this Agreement shall be without prejudice to any accrued rights and remedies of the parties and the existence and enforceability of any open Contract which will continue in full force and effect until close in accordance with this Agreement unless otherwise determined by POINT.

**13.4** No penalty shall be payable by either party on termination of this Agreement. Any amount payable by the Client to POINT shall become immediately due and payable including, without limitation:

a. all outstanding fees, charges and commissions;

b. any dealing expenses incurred by POINT in terminating this Agreement;

c. any losses and expenses realised in closing out any Contract or settling outstanding obligations incurred by POINT on behalf of the Client; and

d. any indemnification owed by the Client to POINT under this Agreement.

POINT may consolidate all or any of the Accounts into one Account and deduct all amounts due to POINT before transferring any credit balance on the Account(s) (net of Margin requirements on continuing trading positions, if any) to the Client.

**13.5** The obligations under Sections 11 (Indemnity and Limitation of Liability), 16 (Data Protection and Confidentiality) and 17.10 (Governing Law and Jurisdiction) will survive the termination of this Agreement.

## **14. Events of Default**

**14.1** If at any time:

a. the Client fails to make any payment when due under this Agreement or to perform any other material obligation under this Agreement or any Contract or transaction entered into thereunder;

b. any action is taken or event occurs which POINT reasonably considers might have a material adverse effect upon the Client's ability to perform any of its material obligations under this Agreement;

c. any action is taken or event occurs which POINT reasonably considers to be or might be a violation of any applicable Law and Regulations or good standards of market practice;

d. the Client dies or becomes of unsound mind or, where the Client is a legal entity, the Client is dissolved or any registration required for its capacity or existence is revoked, terminated or otherwise ends, or proceedings are commenced seeking or proposing the Client's dissolution or the revocation, termination or end of such registration;

e. the Client becomes unable to pay its debts as they fall due or is bankrupt or insolvent (as defined under any bankruptcy or insolvency law applicable to the Client) or any indebtedness of the Client is not paid on the due date therefor or becomes capable at any time of being declared due and payable before the due date of payment set forth



in any agreement or instrument; any voluntary or involuntary procedure is commenced by or against the Client seeking or proposing liquidation, reorganization, an arrangement or composition with creditors, a freezing action or moratorium or other similar relief with respect to the Client or the Client's debts under any bankruptcy, insolvency, regulatory, supervisory, corporate, tax or similar law, or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, insolvency officer or other similar official with respect to the Client or any substantial part of the Client's assets, or the Client takes any corporate steps to authorize any of the foregoing;

**f.** any representation or warranty given by the Client proves to have been or becomes untrue, false or misleading in any material respect;

**g.** any regulator of the business of POINT requires POINT to take any of the actions under Section 13.2; or

**h.** POINT reasonably considers that any of the circumstances set out in points (i)-(viii) above are likely to occur, then POINT may exercise all or any of its rights under Section 13.2. Each of the circumstances contemplated in this Section 13.1 shall be referred to as an "Event of Default".

**14.2** Upon the occurrence of an Event of Default POINT may, in its absolute discretion and without notice to the Client:

**a.** close, combine or consolidate any or all of the open Contracts of the Client (in whole or in part) at such time or times and at such Price or Prices as are reasonably determined by POINT, retain any sum owed by the Client to POINT and exercise its rights of set-off under Section 7.6 (provided that this will not limit the cases where POINT may exercise its rights of set-off under this Agreement);

**b.** consolidate all or any of the Accounts and close or suspend any or all of such Accounts;

**c.** refuse to accept any further Order from the Client and/or terminate this Agreement (provided that this will not limit the cases where POINT may exercise such rights under this Agreement);

**d.** enter into any transaction, at such rate and at such time as is necessary to enable POINT to meet the obligations incurred under a Contract entered into by the Client hereunder; and/or

**e.** treat any or all of the Contracts as having been repudiated by the Client, in which event the obligations of POINT under such Contracts will be cancelled and terminated.

**14.3** Upon the occurrence of an Event of Default POINT may exercise all or any of its rights under Section 13.2 as it sees fit with a view to protecting its interests and without being accountable to the Client for any adverse consequences on the Client of its exercising such rights. POINT shall not lose any of its rights under Section 13.2 if the exercise of such rights is delayed for any reason. The rights of POINT under Section 13.2 shall be in addition to any other right and remedy POINT may have under applicable law. POINT shall endeavour to notify the Client of all actions and steps taken pursuant to its rights under Section 13.2 as soon as reasonably practicable.

## **15. Force Majeure and Hedging Events**

**15.1** Any events beyond the control of POINT will be deemed as "Force Majeure Events" including, without limitation, the following:

**a.** any breakdown or failure of any transmission or communication system or equipment or computer facility or trading software, whether belonging to POINT, the Client, any market or any settlement or clearing system occurs;





**b.** POINT is unable to maintain an orderly market, in respect of one or more of the Underlying, as a result of the occurrence of any act, omission or event (including, but not limited to, any circumstances beyond the control of POINT such as strike, riot, war, terrorism, civil unrest, terrorism, war, act of God, accident, fire, flood, storm, civil commotion, statutory provisions, lock-outs or failure of power to supply, communications or other infrastructure); and

**c.** any underlying market or Underlying is subject to, or affected by, suspension, closure, liquidation, abandonment, imposition of limits or special or unusual terms, or excessive movement, volatility or loss of liquidity.

**15.2** If any Force Majeure Event arises, POINT shall not be liable to the Client for any failure, hindrance or delay in performing its obligations under this Agreement for the duration of the Force Majeure Event or for taking or omitting to take any action set out in this Section 14.2 below. POINT may additionally, at its reasonable discretion and without prejudice to any other rights:

**a.** alter normal trading times;

**b.** modify Margin requirements (which may result in the Client being required to provide additional Margins);

**c.** depart or derogate from this Agreement or any Contract entered into thereunder insofar as it is impractical or impossible for POINT to comply with its obligations;

**d.** close any or all open Contracts and/or cancel Orders or instructions as POINT reasonably deems to be appropriate in the circumstances; and

**e.** take or omit to take all such other actions as POINT reasonably deems to be appropriate in the circumstances having regard to the position of POINT, the Client or other customers.

POINT shall inform the Client as soon as reasonably practicable if it determines that a Force Majeure Event exists or has existed.

**15.3** A “Hedging Event” shall be deemed to occur, in respect of any Contract entered into hereunder, if POINT is unable or where it is impractical for POINT, after using reasonable efforts, to acquire, establish, re-establish, substitute, maintain, unwind, or dispose of any transaction or asset POINT deems necessary or appropriate to hedge its price risk relating to the Contract. If POINT determines, in its reasonable opinion, that a Hedging Event exists in relation to any open Contract, POINT may (without prejudice to any other rights and in its sole discretion), close the relevant Contract as it deems to be appropriate in the circumstances. In such a case, POINT shall provide the Client with 1 business day notice of its intention to exercise its rights under this Section 14.3.

## **16. Data Protection and Confidentiality**

**16.1** POINT agrees to treat information provided in connection with an application on this website as confidential. We will provide you with investment and ancillary services on the basis of information provided by you and you represent and warrant that all information given is true and accurate.

**16.2** Unless the Client requires POINT not to do so, personal information may also be used by POINT (and shared with the parties indicated above, as necessary) for marketing to the Client POINT products and services, as well as those of third parties which POINT believes may be of interest to the Client.

**16.3** POINT has security procedures covering the storage and disclosure of the Client’s personal information to prevent unauthorized access and to comply with legal obligations. Before transferring personal data to service providers, other suppliers or parties for processing or other purposes, POINT shall ensure that adequate contractual arrangements complying with applicable legal standards are in place to protect the confidentiality of the information.



**16.4** The Client may require POINT to provide details of the personal information held about the Client, the purposes for which the information is processed and the persons or class of persons to whom the information is disclosed. POINT may charge a fee to provide these details, the amount of which is available upon request. The Client may also require POINT to correct, delete and/or block personal information from further processing if that information is inaccurate.

**16.5** Subject to the foregoing, neither party may disclose to any person any information relating to the business, investments, finances or other matters of a confidential nature of the other party of which it may become possessed in connection with this Agreement and its performance by the other party, and each party shall use all reasonable endeavours to prevent such disclosure. Notwithstanding the above, each party (the “Disclosing Party”) may disclose information about the other party, this Agreement, the Account and any trade thereon as the Disclosing Party may be required by any law, rule or regulatory, law enforcement or tax authority or as the Disclosing Party reasonably believes to be necessary to properly perform its obligations under this Agreement or to exercise and enforce its rights thereunder (including, without limitation, as set forth in Section 16.4) without prior notice to the other party.

**16.6** You hereby agree to the following:

- a.** All copyright, trademark, trade secret and other intellectual property rights in the Trading Platforms shall remain at all times the sole and exclusive property of POINT and/or its third party service providers and you shall have no right or interest in the Trading Platforms except for the right to access and use the Trading Platforms as specified herein.
- b.** You acknowledge that all our Trading Platforms are confidential and have been developed through the expenditure of substantial skill, time, effort and money.
- c.** You will protect the confidentiality of POINT and/or its third party service providers by allowing access to the Trading Platforms only by its employees and agents on a need to access basis.
- d.** You will not publish, distribute, or otherwise make information available to third parties any information derived from or relating to the Trading Platforms.
- e.** You will not copy, modify, de-compile, reverse engineer, and make derivative works of the Trading Platforms or in the manner in which it operates.

## **17. Miscellaneous**

**17.1 Illegality:** If at any time any provision of this Agreement becomes illegal, invalid or unenforceable under applicable law, the legality, validity and enforceability of the other provisions of this Agreement shall not be affected thereby.

**17.2 Entire Agreement:** This Agreement, together with its Appendices and any Contract Notes, Difference Accounts and other Reports sent by POINT to the Client in respect of each Contract contemplated by this Agreement and the Account(s), forms the entire agreement between POINT and the Client in relation to the CFD activities of POINT.

This Agreement supersedes all prior oral or written representations, arrangements, understandings and/or agreements between the Client and POINT in relation to the CFD activities of POINT (including any agreement between the Client and any third party which has been assigned to POINT, if any). POINT has not made (and the Client may not rely on) any representation, arrangement, understanding or agreement not expressly referred to or set out in this Agreement.





**17.3 Variation:** POINT may vary this Agreement and the Order Execution Policy at any time, by written notice to the Client. Without prejudice to Section 4.1, any changes to the minimum deposit requirements and the spreads can be made immediately without prior written notice to clients.

Margin requirements and Leverage requirements which are available through the website, can be made by POINT at any time, by giving prior written notice to clients, which may be not less than 3 days (including non-business days). Clients have a responsibility to check exact trading conditions and rates on the website [www.pointfxltd.com](http://www.pointfxltd.com). All other changes shall become effective on the date specified in the notice which may not be less than 10 business days (including non-business days) after delivery of the notice to the Client (which has the right, after the notice, to close out open trading positions and/or to terminate this Agreement at any time in accordance with the terms of this Agreement). POINT may also at any time, by written notice to the Client, cease to accept trading positions in respect of a specified Underlying. The date on which POINT ceases to accept Orders for such Underlying shall be specified in the notice and shall at least be 10 business days after delivery of the notice. The Client is required to close out all open positions relating to such Underlying before the effective date specified in the notice and, if the Client fails to do so, POINT may close out all remaining trading positions effective from the close of trading on the effective date indicated in the notice in accordance with the terms of this Agreement.

**17.4 Assignment and Delegation:** The Client may not assign (or purport to assign) rights or delegate (or purport to delegate) obligations under this Agreement to any person without the consent of POINT, nor charge (or purport to charge) any of the Client's rights under this Agreement (including any rights to deposits held with POINT). POINT may assign rights and delegate obligations under this Agreement and Contracts entered into thereunder to any person on giving the Client not less than 1 months' notice. However, where the Client is in default of its obligations under this Agreement, POINT may assign to other persons with immediate effect all or any of its rights in respect of monies owing to POINT or remedies available to POINT under this Agreement. If POINT makes such an assignment of rights or delegation of obligations, the Client may be required to acknowledge in writing that the assignee or delegate has assumed the relevant rights and obligations of POINT. Notwithstanding anything to the contrary contained in this Agreement, POINT may disclose to any actual or potential assignee or delegate such information relating to the Client and the relationship between the Client and POINT as POINT sees fit.

**17.5 Rights and Remedies:** The rights and remedies set forth in this Agreement are cumulative and not exclusive of any other rights and remedies provided for by applicable law. POINT is under no obligation to exercise any rights and remedies in a manner or at a time beneficial to the Client.

**17.6 Delay, Omission and Waiver:** No delay or omission on the part of POINT in exercising any right, power or remedy provided by law or under this Agreement, or any partial or defective exercise thereof, may (a) impair or prevent any further or other exercise of such right, power or remedy, or (b) operate as a waiver of such right, power or remedy. No waiver or relaxation of any right, power or remedy relating to any term of this Agreement or breach thereof may (unless expressly agreed in writing by the waiving party) be construed as a waiver or relaxation of rights, powers or remedies relating to the same term or a future breach thereof or as authorizing a continuation of a particular breach.

**17.7 Records:** The records of POINT, unless proved to be wrong, shall be proper evidence of the Client's dealings with POINT under this Agreement. The Client shall not object to the admission of such records as evidence in legal proceedings because the records are not originals, are not in writing or are documents produced by a computer. The Client shall not rely on POINT to comply with its record keeping obligations although the records of POINT may be made available to the Client on request, in the absolute discretion of POINT.

**17.8 Third Party Rights:** No provision of this Agreement is intended to be enforceable by any person who is not a party to this Agreement.





**17.9 Notices and Communications:** Subject to Section 16 any notice or other communication given or made under or in connection with the matters contemplated under this Agreement shall, except where oral communication is expressly provided for, be in writing and shall be sent to the address below:

**a. Where POINT is the intended recipient:**

E-mail address: Dealing-related communications to [Dealing@pointfxltd.com](mailto:Dealing@pointfxltd.com)  
(Subject to Section 5.2)

- All other communications to [support@pointfxltd.com](mailto:support@pointfxltd.com)

- Invitations to: PO Box 1405, Majuro, Republic of Marshall Islands

**b. Where the Client is the intended recipient:** the address, the telephone, the facsimile numbers and the e-mail address the Client provided to POINT for this purposes on the Application Form.

**17.9.1** Any such notice shall be deemed (in absence of evidence to the contrary) to have been received:

**a.** if delivered personally or by hand, at the time of delivery;

**b.** if posted, within five (5) business days after posting;

**c.** if verbal, by telephone, when actually given;

**d.** if by leaving a message on a telephone answering machine or voice mail, when the message was left;

**e.** if sent by facsimile, upon receiving confirmation of its transmission; and

**f.** if sent by electronic mail, when the message is sent unless a “not sent” message or “not received” message is received from the sender’s electronic mail provider.

**17.9.2** The Client confirms that it has a regular access to the Internet and consents to POINT providing information, including but not limited to the information concerning the Order Execution Policy and information about the risk of investments, by e-mail or by posting it on the Website as POINT may from time to time notify to the Client.

**17.9.3** The Client may change the address, facsimile number and e-mail address indicated above to which POINT will send any notice or communication relating to this Agreement and POINT may change the contact details indicated above, provided that in either cases the change will be effective on the date specified in the relevant notice (subject to Section 16.9.2).

**17.9.4** Any written notice (including the notice to terminate this Agreement) or other written communication to be given to the Client by POINT, including the Reports, may be sent to the Client in an electronic form (without prejudice to Section 9.3). The Client should verify the contents of each document sent by POINT as, in absence of any manifest error, the notice shall be conclusive unless the Client notifies POINT in writing within 3 business days of the date of receipt of the relevant notice of any mistake, error or inaccuracy in such document.

**17.9.5** The Client irrevocably authorizes POINT to communicate with the Client by letter, e-mail, facsimile or telephone to discuss matters in relation to the Account, at any time whatsoever unless specifically requested otherwise in writing by the Client.

**17.10 Governing Law and Jurisdiction:** This Agreement and any Contracts and transaction contemplated by this Agreement shall be governed by and construed in accordance with Marshall Republic law.





POINT and the Client irrevocably agree that the courts of Marshall Republic shall have jurisdiction to hear all and any disputes, controversies or claims (of any and every kind of type, whether based on this Agreement, tort, statute, regulation or otherwise) arising out of, relating to, or connected with this Agreement, including as to its construction, validity, interpretation and enforceability or breach (a “Dispute”) and, for such purposes, irrevocably submit to the jurisdiction of the courts of Marshall Republic.

**17.11** The Client agrees to waive any right the Client may have now or in the future to object to the courts of Marshall Republic being nominated as a forum to hear any Dispute, and the Client irrevocably agrees only to bring proceedings in the courts of Marshall Republic. The submission to the jurisdiction of the courts of Marshall Republic shall not limit the right of POINT to take proceedings against the Client in relation to any Disputes in any jurisdiction that POINT considers appropriate nor shall the taking of proceedings in one or more jurisdictions preclude POINT from taking proceedings in any other jurisdictions, whether concurrently or not, if and to the extent permitted by applicable law.

## **18. General Exclusions**

**18.1** You agree to use our Services in good faith and not to take unfair advantage of our Services or are otherwise act in an unfair manner (for example, by using any electronic device, software, algorithm, server or any dealing strategy that aims to manipulate or take unfair advantage of our Services, exploiting a fault, loophole or error in our software, system, POINT and Point trading Platforms, by collusion, using trading strategy designed to return profits by taking advantage of internet latencies, delayed prices or through high volumes of transactions targeting tick fluctuations rather than movements reflecting the correct underlying prices, or by any other means).

**18.2** Internet, connectivity delays, and price feed errors sometimes create a situation where the price displayed on the Trading Platforms do not accurately reflect the Market rates. The concept of “arbitrage” and “scalping”, or taking advantage of these internet delays, cannot exist in an over-the-counter Market where the client is buying or selling directly from the Market. POINT do not permit the practice of “arbitrage” on the Trading Platforms and considers this improper use or abuse of our trading Platforms. Transactions that rely on price latency arbitrage opportunities may be revoked. POINT reserves the right to make the necessary corrections or adjustments on the Account involved. POINT may take any action it deems reasonable to recoup losses incurred as a result of the use of electronic algorithmic trading systems or any other means utilised to exploit technical deficiencies or palpable errors. Accounts that rely on arbitrage strategies may at POINT’s sole discretion be subject to POINT’s intervention and POINT’s approval of any Orders. Any dispute arising from such quoting or execution errors will be resolved by POINT in their sole and absolute discretion.

**18.3** Any behaviour under clause 14 is considered a breach of this Agreement, and we may act reasonably and in good faith and in our sole discretion:

- a.** Immediately terminate all of your Trading Accounts and your access to our servers;
- b.** Void any Trade (i.e., treat the Trade as if the Trade had never taken place) which was part of any improper activity;
- c.** Close any Trade on the basis of our then current prices which was part of any improper activity; amend any Trade, so that it is as it would have been if the Order was executed in the absence of the improper behaviour.

**18.4** We can exercise the above rights even if you have entered into (or refrained from entering into) arrangements with third parties relating to the relevant Trade and even if you may suffer a trading loss as a result.



**18.5** You agree not to attempt to abuse our trading Platforms by taking advantage of extremely low liquidity conditions. You accept that we can at our sole discretion deem such trading as abuse or manipulation of our trading Platform and that we at our sole discretion can return your investments without profit or cancel your right to trade on our trading platform.

**18.6** We will not be held responsible in the event of an unauthorised access from third parties to information including, but not limited to, electronic addresses and/or personal data, through the exchange of these data between you and us and/or any other party using the Internet or other network or electronic mean available.

**18.7** For the avoidance of doubt, in no circumstances will we or any other Protected Person be liable or responsible to you for any losses you may incur or suffer as a result of entering into Transactions.

## **19. Disputes and Complaints**

**19.1** A complaint is defined as any expression of dissatisfaction, whether oral or written, and whether justified or not, from or on behalf of an eligible complainant about the firm's provision of, or failure to provide, a financial service.

**19.2** We maintain a 'Complaints Procedure', which we publish on our website and which you agree contains the procedures that will govern any client complaints or disputes in connection with the performance of any services, you should contact us. To assist us in resolving your complaint or dispute quickly we recommend that you notify us of your complaint or dispute promptly, whether verbally or in writing, with full details of the relevant complaint or dispute. Please note that complaints in writing will be most effective and will help us to assist you with your complaint more efficiently. To assist us with investigating your complaint, you should keep your own records of the cause of your complaint and details of dates and times of specific contraventions in relation to your complaint.

**19.3** If you are dissatisfied with our handling of your complaint and/or findings in relation to your complaint, you may (only if we have categorised you as a Retail Client) refer the matter to the Financial Ombudsman Service after having received a final response from us. Information on the Financial Ombudsman Service, including how to make a complaint, eligibility criteria and the procedures involved.

**19.4** POINT will respond to any communication, complaint, claim or dispute in English. Any translation provided shall be for convenience only and to the extent there is a conflict between the English version and any translation, the English version shall prevail.

**19.5** The Client shall inform immediately POINT of any dispute and complaint the Client may have in relation to this Agreement. Such complaint (along with all the relevant details) will be dealt with in accordance with the POINT Disputes resolution and complaints procedure details of which can be found on the Website here.

**19.6** Complaints and formal notices: [compliance@pointfxltd.com](mailto:compliance@pointfxltd.com) All other communications such trade queries that do not involve a complaint to [info@pointfxltd.com](mailto:info@pointfxltd.com).



## Appendix A: Share CFD Trading – Additional Terms & Conditions

Below are the latest CFD terms and conditions designed to incorporate the new Share CFD products now offered by POINT. They supplement, but do not replace, the general trading contract terms and conditions. Where any of the terms and conditions in the two documents contradict each other, these terms will have preference. By trading Share CFDs with POINT, we will assume you agree to these amended terms and conditions.

POINT reserves the right to alter rates and requirements including the Margin Percentage at any time.

### 1. Individual share CFDs

**1.1** POINT does not normally owe best execution duties to the Client as POINT deals with the Client “on quotes”, so it does not execute orders “on behalf” of the Client. When the Client wants to enter into a particular share CFD contract with POINT, it may decide whether or not to do so, based on the price quoted by POINT for that contract. POINT determines the prices at which it is prepared to enter into a contract with the Client (and the relevant bid-ask spread) in its absolute discretion, taking into account the price levels quoted by competitors and other intermediaries, general market conditions as well as other factors such as the exposure of POINT to the underlying share instruments.

**1.2** The Client realises and accepts that this pricing process involves conflicting interests of POINT which are intrinsic in the investment business POINT carries out under this Agreement. POINT will provide trading services to the Client on the basis that the Client is satisfied with the pricing policies and practices of POINT and believes that POINT’s pricing provides a fair treatment of the Client’s interests.

**1.3** Clients will be informed in writing of the commission rates, margin requirements and financing rates which apply to their account at the time the account is opened. We reserve the right to alter rates and requirements including the Margin Percentage at any time.

### 2. Main Features of Individual Share CFDs

**2.1** Share CFDs can offer a wide and diverse range of potentially attractive trading opportunities allowing clients to make profit (or loss) from the movement in the underlying share whilst only needing to provide margin and using leverage to allow profits (and losses) to be made on contract sizes substantially larger than those the funds the client provides as margin would usually be able to access.

**2.2** When trading Individual Share CFDs clients should be aware of the following events which may affect the individual share CFD price, can require an increase in exposure or require additional payments.

### 3. Stock split/Reverse Split

**3.1** In case of corporate events such as a stock split (a process where shares of a company are devalued proportionally, cancelling the original shares resulting in each shareholder being given a number of new shares in proportion to their original holdings) and/or reverse split (also known as a stock merge - a process by which a company cancels its shares and reissues a smaller number of proportional to that shareholder's original shares that are subsequently cancelled) on the instrument underlying the CFD agreement, POINT will adjust positions accordingly on the event date for those clients that have open positions.



## 4. Delisting from the main basket

**4.1** Where the instrument underlying the CFD agreement is deleted from the reference basket or is subject to delisting, POINT will close all open positions at the closing price on the day of the reference date [date decided by the particular market/Board of that company]. The client is aware that POINT cannot be held responsible for any possible loss deriving from the position closure and that POINT is not required to provide notice of such delisting although we will make every attempt to do so.

## 5. Temporary suspension

**5.1** The client is aware that the CFD Agreement can be temporarily suspended during the stock exchange day. In this case, the client will not be able to perform any operation or to issue new orders until the negotiation is reopened. In case the client manages to perform operations or issue orders even after suspension, POINT reserves the right to withdraw such operations and cancel them returning the client to the position the account would have been in but for the error in allowing the opening of positions. The client is aware that POINT cannot be held responsible for any possible loss caused by suspension or an error allowing positions to be opened during a suspension.

**5.2** Clients may also be prevented from opening further short positions or have their short positions automatically closed if required by our regulators or the underlying's market/exchange.

## 6. Daily Interest

**6.1** Daily Interest (DI) is debited for long share CFD trades and credited for short share CFD trades, unless Euribor 3M is less than 2.5%, in which case short positions will also incur a debit. The amount is based on the number of shares held (Ns), the official closing price of the shares (Cp), Euribor 3M +/- [long position/short position] 2.5%\* and divided by a 360 day period.  $DI = Ns \times Cp \times \{Euribor\ 3M + 2.5\% \}$

For long positions: Always debited from clients' account

For short positions: Either be credited/ be debited from client account

## 7. Dividends

**7.1** Whilst Individual Share CFDs do not provide the client with the right to vote or attend any shareholder meetings or involve any transfer or right in the individual share, POINT does apply an adjustment to your account relating to the company's dividend payment. Clients that hold a long position (purchase) on the ex- dividend date (including the ex-date of any special dividend) in the underlying stock market of the CFD Agreement, will receive on their trading account a payment equivalent to 85%\* of the amount of the dividend [the remainder is our broker fee charge] unless an Italian client has signed up to sostituto d'imposta, who will receive 80% (payment net of tax)\*.

Clients that hold a short position (sell) will have the equivalent dividend (100%\*) debited from their trading account.

## 8. Bonus Share Issue, Scrip or Rights Issue

**8.1** For share CFDs, a cash adjustment may be made to the client's account to reflect the effect of a bonus share issue, scrip or other similar corporate actions affecting the underlying share or the position may be altered accordingly. This may result in Clients receiving funds or having funds debited on their accounts depending on the nature of the adjustment or the clients exposure to the underlying being altered.



**8.2** Where a Rights issue is announced, a client has the opportunity to close the position before the ex-date (the point at which the Rights and Shares trade separately on the underlying market). It is important to note that during this period the market can experience volatility and therefore clients may be required to make additional margin payments at short notice. Where prices fall rapidly clients holding long positions may require additional funds to cover their position with little notice being provided.

**8.3** Any client whether long or short who hold a position at close of trade the day prior to the ex-date, will have the right/obligation applied to the account (this may not be able to be seen in the trading platform] which will then materialise into positions automatically on the pay date [unless informed otherwise by POINT on a particular individual Rights Issue]. For example: A Client holds 10,000 CFDs (goes long) at price X in Company ABC. Company ABC announces a Rights issue (a capital increase) at a ratio of 1:1 at price Y. If the clients' position remains open at close of trade the day prior to the ex-date, we will add the rights/obligations to the account.

**8.4** The Client will have 10,000 CFDs at the initial price X and 10,000 at price Y though these will at this stage be locked so the client will not be able to close them, however a margin payment to cover the position will be needed. On the Pay Date we will close the positions and reopen an adjusted position the following day which will be 20,000 CFDs (goes long) at the adjusted price of  $X + Y / 2$  (as 1:1 ratio – the calculation will vary depending on the ratio applicable).

**8.5** Any stop loss or take profits order may not be carried over to the new position and will need to be manually re-entered by the client, however, it may still apply to the original position between the ex-date and the Pay Date. Pending market orders may not be carried over following a share going ex-rights.

**8.6** This procedure will also apply for clients holding a short position. This is an additional risk on this product and clients should ensure they understand the risks this creates prior to trading individual share CFDs. Clients will not be able to trade the Rights during the Rights Issue, close the Rights early or choose not to take up the rights unless POINT chooses at its absolute discretion whether to allow such actions on an individual Rights Issue basis. The new trades will however, be added without a spread or commission.

**8.7** Shares traded after a Rights Issue announcement but before the ex-rights date will include the rights issue, however, clients will not be able to open new short positions and those with open long positions will therefore not be able to hedge the position. Shares traded after the ex-Rights date but before the Pay Date do not include the accompanying rights issue.

**8.8** For Share CFDs in a company which is under offer in a takeover situation, once the offer goes wholly unconditional, POINT will treat the share CFD positions as if they have been assented (agreed to the takeover) unless otherwise instructed by POINT. Different prices may be quoted for assented and non-assented stock.

**8.9** Where you open a short share CFD position, you may incur a "borrowing charge" which will be subtracted from the relevant applicable annual interest rate. You will only incur a borrowing charge if we too incur such a charge when we open a hedging trade in respect of the same share in the underlying market; and we will pass the charge onto you with no mark up.

**8.10** Dealing hours will be published on our website and may be updated from time to time. Please ensure you check these hours regularly. POINT reserves the absolute right to amend the terms of this Appendix at its absolute discretion.

**8.11** POINT reserves the absolute right to amend this figure on providing reasonable notice which will either be published on our website, sent as an email to your registered email account, or as a message through you trading platform.



**8.12** POINT reserves the absolute right to amend the reference rate either on providing reasonable notice which will either be published on our website, sent as an email to your registered email account, or as a message through your trading platform or where such rate/timeframe no longer exists to amend to another reasonable timeframe/rate confirming such move as soon as practical by at least one of the method(s) above.

---

## **Appendix B: Bond CFD Trading – Additional Terms & Conditions**

Below are the latest CFD terms and conditions designed to incorporate the new Bond CFD products now offered by POINT. They supplement, but do not replace, the general trading contract terms and conditions. Where any terms and conditions in the two documents contradict each other, these terms will have preference. By trading Bond CFDs with POINT, we will assume you agree to these.

### **1. What are Bonds?**

**1.1** Bonds are issued as debt in order to raise money, which investors buy in return for a promise that they will be paid back on a future date and will receive interest income at certain points during the duration known as the coupon. Whilst the Bond remains active –

**1.2** i.e. the government has not paid back the money owed, the bond future has value and therefore is bought and sold in the second hand bond market.

### **2. What are Bond CFDs?**

**2.1** Bond CFDs are based on the underlying Bond future contract; therefore for example the June Italian BTP 10 Year will be based on the June Italian BTP 10 Year future contract.

### **3. Pricing**

**3.1** POINT does not normally owe best execution duties to the Client as POINT deals with the Client “on quotes”, so it does not execute orders “on behalf” of the Client. When the Client wants to enter into a particular bond CFD contract with POINT, it may decide whether or not to do so, based on the price quoted by POINT for that contract. POINT determines the prices at which it is prepared to enter into a contract with the Client (and the relevant bid-ask spread) in its absolute discretion, taking into account the price levels quoted by competitors and other intermediaries, general market conditions as well as other factors such as the exposure of POINT to the underlying instruments or futures contracts.

**3.2** The Client realises and accepts that this pricing process involves conflicting interests of POINT which are intrinsic in the investment business POINT carries out under this Agreement. POINT will provide trading services to the Client on the basis that the Client is satisfied with the pricing policies and practices of POINT and believes Clients will be informed in writing or on our website of the commission rates, margin requirements and financing rates which apply to their account at the time the account is opened. We reserve the right to alter rates and requirements including the Margin Percentage at any time. Please note Bond CFDs do not pay a coupon.



## 4. Main Features of Bond CFDs

**4.1** Bond CFDs can offer a wide and diverse range of potentially attractive trading opportunities allowing clients to make profit (or loss) from the movement in the underlying government bond futures contracts whilst only needing to provide margin and using leverage to allow profits (and losses) to be made on contract sizes substantially larger than those the funds the client provides as margin would usually be able to access. Our bond CFDs give you exposure to changes in the value of bond futures prices but they are cash settled and cannot result in the right to receive funds from the issuer of the bond or the receipt of or requirement to sell any bond. The trading opportunity arises as the market price of the underlying bond future will vary over its life.

**4.2** The contract is over-the-counter (i.e. off exchange) so there is no exchange trading fees and is quoted on a forward basis. The contracts are 'rolled over' to the equivalent Bond with the next expiry date in accordance with the Order Execution Policy. Client's accounts are amended as appropriate so that Clients do not gain or lose out financially by this process with no fees attached. The Bond CFD is also commission and swap free – the only fees a client will pay are within the spread.

## 5. Expiration

**5.1** Each contract has quarterly expiry dates in March, June, September and December. If you wish to continue your position you will not need to do anything, as Bond CFDs are automatically rolled over in accordance with the Order Execution Policy. Pending orders do not rollover on expiry and will need to be resubmitted manually by the Client. We normally attempt to contact you shortly before a position is due to expire, however, we cannot undertake to do this in every case and it remains responsibility to give instructions prior to rollover of that Bond CFD, if you so wish, to close the position prior to rollover.

**5.2** When you trade in a currency other than the nominated account currency, your profit or loss will be initially in the trading currency then converted to your account currency at the then prevailing exchange rates as established by POINT in its sole discretion.

## 6. Margins

**6.1** POINT operates variable margining depending on the clients exposure. This means the amount of margin required varies depending on the exposure of the Client and once exposure passes a limit the available leverage on all CFDs changes. Please see the Bonds Specification page or the Trading Conditions page of our website [www.pointfxltd.com](http://www.pointfxltd.com) for the current detailed margin rates/exposure limits margin close-out (or stop-out) and the available leverage, which may be subject to change. . Margin requirements represent a percentage of the overall position value, and can also vary depending on which account type you hold and are subject to the Automatic Stop-Out Level.

---

## Appendix C - CFD Cryptocurrencies Additional Terms & Conditions

Point warns its customers and the visitors of its website that trading in cryptocurrencies represents a very high risk to your invested capital. Customers can lose all of their invested capital. Trading in crypto currencies should only be undertaken by those with substantial technical knowledge and experience to be able to understand the risks involved in trading cryptocurrencies.



## **1. Cryptocurrencies:**

**1.1** Point offers its Clients, CFDs on Cryptocurrencies for trading on its Online Platforms. CFDs in general are high risk and complex financial instruments, which allow you to speculate on the price of an underlying asset. CFDs are offered with leverage, which means you only need to put down a small portion of the investment's total notional value, known as the 'margin', and the CFD provider loans you the rest. However leverage also magnifies the impact of price changes on both your profits and losses. This means you can lose money very rapidly. Therefore, leveraged trading can be risky as losses may exceed your initial outlay.

**1.2** CFD Cryptocurrencies are types of decentralized digital or virtual currency, or asset which is not issued by any central bank, government or other issuer, in which encryption techniques are used to facilitate the generation of units of the currency, or asset and verify the transfer of units.

**1.3** CFD Cryptocurrencies allow investors to speculate on a change in price of a cryptocurrency such as Bitcoin or Ethereum. CFD Cryptocurrencies can experience significant price volatility, which in combination with leverage, places you at risk of suffering significant losses. Cryptocurrency CFDs are an extremely high-risk, speculative investment. You should understand the risks involved and fully consider whether investing in CFD Cryptocurrency is appropriate for you. You should seek independent legal advice if you are in any doubt and before making any investment decisions.

## **2. Risk Appetites:**

**2.1** Recognizing that investing in cryptocurrencies is high risk and speculative, you must be prepared to potentially lose your entire invested capital or deposits.

## **3. Trading Hours & Conditions:**

**3.1** In a fast moving or illiquid market, Point reserves the right to close a Cryptocurrency market entirely, make the market closing only or set the market to Buying or Selling only at any time without further notice.

## **4. Max open position:**

**4.1** Due to the volatile nature of Cryptocurrencies, Point reserves the right to limit client exposure to a Cryptocurrency market at any time without further notice.

## **5. Deposit protections:**

**5.1** All retail client funds are held in segregated client accounts, separate from the firm's own money. Accordingly deposits of customers of POINT are protected and covered by the service under the Financial Services Compensation Scheme.

## **6 Liabilities:**

**6.1** Clients by using the CFDs on Cryptocurrency Services offered by the Company, acknowledge and assume full liability for the risks related in trading CFDs on Cryptocurrencies, including but not limited to those set out in this document and the relevant information found on the Company's Website.



## 7. Complaints:

7.1 You should be aware that as Cryptocurrencies are not regulated under MiFID, it is possible that you would not be able to make a complaint to the Financials Services Ombudsman Service, where your complaint relates to trading in cryptocurrencies or financial losses incurred from trading in cryptocurrencies. Where your complaint does not relate to trading in cryptocurrencies or financial losses from trading Cryptocurrencies, you may make a complaint by contacting the compliance department of POINT, trading as Point, or you may send an email to [compliance@pointfxltd.com](mailto:compliance@pointfxltd.com). If you believe your complaint was not resolved satisfactorily by Point, you are entitled to submit any complaints/disputes against the Company to the Financial Ombudsman Service in Marshall Republic, in case such complaints/disputes relate to your trading in these products.

## 8. Other risks you should be aware of:

### 8.1 Exchange risk:

When trading CFDs where the underlying asset is a Cryptocurrency, you should be aware that the Cryptocurrencies are not recognised as Financial Instruments for the purposes of Markets in Financial Instruments Directive (MiFID). As cryptocurrencies are traded on non-regulated decentralized digital exchanges, accordingly the price formation and price movements of the Cryptocurrencies solely depend on the Internal rules of the particular digital exchange, which may be subject to change at any point in time without notice. This often leads to very high intra-day volatility in the prices of the cryptocurrencies, which may be substantially higher compared to financial instruments recognized and regulated under MiFID. Therefore, by trading CFDs in Cryptocurrencies you accept a significantly higher risk of loss of your invested capital, which may occur within a very short time frame as a result of sudden adverse price movements of the cryptocurrencies.

### 8.2 Regulatory risk:

Market and pricing data on the Cryptocurrencies are derived from the digital decentralized exchanges, which the Cryptocurrencies are traded on. Due to the non-regulated nature of such exchanges, the market data and price feed information provided by such exchanges may be subject to the internal rules and practices of such exchanges which may significantly differ from the rules and practices observed by the regulated exchanges. In particular, you should be aware that the pricing formation rules of the Cryptocurrency exchanges are not subject to any regulatory supervision and there may be changes at the relevant digital exchange's discretion at any time. Similarly, such digital exchanges may introduce trading suspensions or take other actions that may result in suspension or cessation of trading on such exchanges or the price and market data feed becoming unavailable to Point. The above factors could result in material adverse effect on your open positions, including the loss of all of your invested capital. Where a temporary or permanent disruption to or cessation of trading occurs on any digital exchange from which Point derives its price feeds for the relevant Cryptocurrency, your positions in such Cryptocurrency will be priced at the last available price for the relevant Cryptocurrency, and you may be unable to close or liquidate your Position or withdraw funds related to such positions until the trading on the relevant digital exchange resumes (if at all). You accept that where trading resumed at either the relevant digital exchange or any other successor exchange thereof, there may be significant price differential (price gapping) which may impact the value of your CFD positions in the relevant Cryptocurrencies can result in significant gains or losses. Where trading does not resume, you may lose all your entire investment capital. You agree and accept that you have been informed.

### 8.3 Legal restrictions:

There is a risk that the purchase of CFD Cryptocurrencies could be prohibited under applicable securities laws of any jurisdiction at any point in time.





It is possible that certain jurisdictions will apply existing laws or regulations on, or introduce new regulations addressing, cryptocurrency technology based applications, which may be contrary to the product structure and which may, inter alia, result in substantial modifications, including leading to potential losses. The decentralized digital exchanges may cease operations in a jurisdiction in the event that legal actions, or changes to law, make it illegal to operate in such jurisdiction and/or make it commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdictions. by Point and understand this particular risk, and that you shall take this risk into account when making investment decisions in respect to trading CFDS Cryptocurrencies.

#### **8.4 Cryptocurrency Pricing & Block chain Forks:**

CFD Cryptocurrency prices are derived from an underlying market exchange feed and the market-makers with which we trade. The decentralised ledger which records all Cryptocurrency transactions is the block chain. If there is an instance where the software of different Cryptocurrency miners becomes misaligned, a split, or 'fork', in the block chain may occur, resulting in the existence of two different block chains.

In order to minimize disruption, Cryptocurrency users have historically quickly agreed which version to accept as valid and continue to use. Where this has happened the old version of the blockchain has then been discontinued. When one version isn't discontinued this is known as a hard fork and Point will usually follow the block chain that has the majority consensus of Cryptocurrency users. Point reserves the right to determine which block chain has the majority consensus behind them.

If the hard fork results in a viable second cryptocurrency becoming available on exchanges and market-makers we have access to, then at our absolute discretion, we may create an equivalent position or cash adjustment on client accounts to reflect its value, however we will have no obligation to do so. When a hard fork occurs, there may be substantial price volatility during this period and Point can suspend trading at any time, without further notice, if we do not have reliable prices from the underlying market or the market-makers we trade with.

#### **8.5 Cybercrime risk:**

The nature of Cryptocurrencies could lead to an increased risk of cybercrime such as fraud, cyber-attack, theft, hacking and unauthorised access which can be difficult to manage and mitigate. This can may mean that technological difficulties experienced by the Company may prevent the access to or use of the CFDs on Cryptocurrency Services. Any transactions in Cryptocurrencies may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. If any form of cybercrime or technological difficulties occur you should be aware that you will not be protected by the Financial Services Ombudsman nor by the Financial Services Compensation Scheme.

---

## **Appendix D- Use of Our Website(s) and Trading Platforms**

**1.** We grant you a non-exclusive, non-transferable and limited personal non-sub licensable license to access view and use our website(s) and trading Platforms (the "License").

**2.** The License is conditioned on your continued compliance with the Terms of this Agreement. Upon any use of the trading Platforms, you acknowledge acceptance of these license Terms and the Terms of this Agreement and are entitled to apply for Access details to gain online access to our trading Platforms or Website, thereby being able to place orders for transactions on any Financial Instrument available from us.



- 3.** You understand that we can, at our absolute discretion, terminate your access to our Trading Systems and website(s) in order to protect both our and our clients' interests and to ensure the Trading Systems' effectiveness and efficiency.
- 4.** You agree to use the information received from our information systems for the sole purpose of executing transactions inside and within the website and/or platforms.
- 5.** You further agree not to use any electronic communication feature of a service on the website for any purpose that is unlawful, tortuous, abusive, and intrusive on another's privacy, harassing, libellous, defamatory, embarrassing, obscene, threatening or hateful.
- 6.** You acknowledge that all content, trademarks, services marks, trade names, logos and icons and in general all Intellectual Property Rights on our website(s) and Trading Platforms are our property or our licensors property, and are protected by copyright laws, international treaties and provisions.
- 7.** You agree not to delete any copyright notices or 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 such materials or the website, other than as set out in this Agreement.
- 8.** You also agree not to copy, record, edit, alter or remove any of the materials on our website(s) and Trading Platforms. This shall include, without limitation, not removing, editing or otherwise interfering with (or attempting to remove, edit or otherwise interfere with) any name, marks, logos or branding on our website(s) and Platforms.
- 9.** Images and videos displayed on our website(s) and Platforms are either our property or used with permission, and you agree not to upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights and our prior written consent.
- 10.** Unless expressly stated otherwise, any surrendered materials and / or messages, including ideas, know-how, techniques, Marketing plans, information, questions, answers, suggestions, e-mails and comments, are neither confidential nor will you hold the intellectual property in it.
- 11.** Your agreement to the Terms of this Agreement shall be regarded as authorising us to use your customer trading data and trading performance data (excluding your personal identification data), for analytical purposes and for our risk management purposes. Such use does not require additional approvals or review by you and will form part of our intellectual property.
- 12.** In the event that you receive any data, information or software via an Electronic Trading Service or Platform other than that which you are entitled to receive pursuant to this Agreement, you will immediately notify us and will not use, in any way whatsoever, such data, information or software.
- 13.** You will take all reasonable steps to ensure that no computer viruses, worms, software bombs or similar items are introduced into the System or Software you use to access our trading Platform