

GO Markets LLC

# Social Trading Terms & Conditions

VERSION: APRIL 2023

GO Markets LLC is incorporated in Saint Vincent and the Grenadines under the Business Companies (Amendment and Consolidation) Act, Chapter 149 of the revised laws of Saint Vincent and the Grenadines 2009. Business Company No: 332 LLC 2020.

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**GO MARKETS**

first choice for trading

## GO MARKETS SOCIAL TRADING – TERMS AND CONDITIONS

### 1. Introduction

This Terms and Conditions (hereinafter the “Terms”) sets out the specific terms that will apply to you (the “Client”) when using the Social Trading functionality offered by GO Markets on its Platform. These Terms apply to you in addition to the legal documents including Terms and Conditions, which apply to all of our services and not just to Social Trading. If a term of this Terms conflicts with or differs from a term in the General Terms and Conditions, this Terms will apply.

By accepting these Terms, you unconditionally acknowledge that you have read, understood, and intend to be legally bound by these terms as well as the legal documents including Terms and Conditions that apply to your trading account as those can be found on the Company’s website.

### 2. General

- 2.1 ‘Client’ means a natural or legal person or entity who has registered on the GO Markets Trading platform and subsequently approved by GO Markets pursuant to this Agreement to whom GO Markets provides Financial Services for a fee. The account and/or documents of the relevant person or entity have been verified and met all the requirements, including the KYC / AML policies of GO Markets to qualify for an account and no violations, drawbacks or abuses have been found out by it, provided that:
  - a. such natural or legal person or entity has not already been registered to the Website/Portal, including through registration under a different name or through a different identity;
  - b. In no way will a computer-generated user (such as a robot, spider, computer script, etc.) be considered a Client.
- 2.2 The Company provides the Social Trading services by offering Client access to the Platform functionality, which enables the Client to copy the trading activity of one or more chosen Master Trader. The Client is responsible for choosing the Master Trader. The Company bears no responsibility for the actions of the chosen Master Trader.
- 2.3 The Master Trader is not an employee or a contractor or an agent of the Company and is not affiliated with the Company in any other way. The Company does not authorize the Master Trader to promote the services provided by the Company or to solicit any third parties to make investments.
- 2.4 The Company does not provide asset management, portfolio management, personalised investment recommendations or advisory services to the Clients within the scope of the Social Trading Account services. Any information provided by the Company to the Clients with regards to the Social Trading activity is not, and should not be, considered as an advice of any kind.
- 2.5 Clients may not interfere in the trading operations of the Master Trader or challenge their trading strategy.
- 2.6 Client’s funds may be deposited to or withdrawn from, the Social Trading Account solely by the Client.
- 2.7 All settlements and remittances on the Social Trading Account related to the Fees and distribution of profit are exercised solely by the Company.

- 2.8 The Company has no obligation to reveal any personal information about the Master Trader.
- 2.9 Approval to become a Master Trader is subject to the appropriate registration and confirmation by the Company.
- 2.10 The Company reserves the right to pause, stop or block any Master Trader from being copied or any Client from copying the trading activity of the Master Trader under the Social Trading Account functionality at any time upon its sole discretion. The Company shall not be obliged to give reasons for such a decision.

### 3. Client Social Trading Account

- 3.1 To set up the Social Trading Account, the Client will be required to submit the relevant application and accept these Terms.
- 3.2 By accepting these Social Trading Terms and Conditions, the Client shall be deemed to have unconditionally accepted these Terms.
- 3.3 Following the registration of the Social Trading Account the Client will receive a confirmation email and detailed manual containing instructions about how to operate the Social Trading Account.
- 3.4 To activate the Social Trading Account, the Client should first fund the account, which should be equal or higher than the Minimum Deposit and allocate through the Platform part or all the deposited funds to copying the trade signals of the chosen Master Trader.
- 3.5 Social Trading Account which has not been used for trading activity for longer than 6 (six) months shall be removed from the list of Social Trading Accounts published on the Website.
- 3.6 The name and description of the Social Trading Account must not contain any of the following:
- Obscene language or any elements that are insulting in nature, including racial, religious, nationalistic and ethnic slurs;
  - Guarantees of profits or other promises;
  - Direct or indirect references to the Company's competitors;
  - Names of government bodies or officials;
  - References to other Social Trading Accounts.
- 3.7 The Company reserves the right to change the name of the Social Trading Account at its own discretion and without prior warning.
- 3.8 The Company reserves the right to decline a deposit into the Social Trading Account without prior notice or explanation when:
- Fraudulent activity is suspected;
  - The Client's username contains elements as set out in Clause 3.8 and the Company's request to change that username has not been satisfied;
  - The Company deems it necessary under the circumstances.

### 4. Copying the Master Trader

- 4.1. The Client shall authorise the Company to issue the Copy Orders by indicating the relevant Master Trader in the dedicated section of the Platform. The execution by the Company of the Copy Orders shall not require any additional authorisation or consent by the Client.
- 4.2. The Copy Orders shall be executed by the Company on a pro rata basis and in accordance with the restrictions, including without limitation the Minimum Deposit, length of the Trading Interval etc., which may be specified on the Website or the Platform.
- 4.3. The trade signals originated by the Master Trader shall be shared through the relevant functionality of the Platform.
- 4.4. The Client shall be charged one or more of the following Fees for the execution of the Copy Orders by the Company:
  - Platform Fee;
  - Performance Fee;
  - Deposit Fee;
  - Withdrawal Fee;
  - Any other fees as may be introduced by the Company.
- 4.5. The Fees shall be calculated as set out in the fee schedule published on the Website. The Fees shall be charged automatically by the Platform.
- 4.6. By applying for the Social Trading Account, the Client confirms that they:
  - a. have all the power and authority to abide by these Terms and understands the significance and consequences of their own actions;
  - b. Assume responsibility for enforcing the provisions of these Terms;
  - c. Are suitable for receiving the Social Trading Account services;
  - d. Agrees to, and accepts the leverage used by the chosen Master Trader and the restrictions which may be applied to the Social Trading Account;
  - e. Will check on a daily basis the status of their Social Trading Account.
- 4.7. Execution of the Copy Orders by the Company does not create a contract between the Client and the chosen Master Trader and doesn't bind the Company in any way.
- 4.8. Social Trading Account shall appear in the list of Social Trading Accounts published on the Website.
- 4.9. The name and description of the Social Trading Account must not contain any of the following:
  - Obscene language or any elements that are insulting in nature, including racial, religious, nationalistic and ethnic slurs;
  - Guarantees of profits or other promises;
  - Direct or indirect references to the Company's competitors;
  - Names of government bodies or officials;
  - References to other Social Trading Accounts.

## 5. Operating the Social Trading

- 5.1 Using the Social Trading features are highly speculative and the Client confirms that prior to making a decision to copy and/or follow a master trader(s), they have considered their entire financial situation, including their financial commitments and acknowledge they can sustain significant losses

exceeding the amount used to invest in Social Trading service however, the Company ensures that losses will not exceed the total available funds with the provision of negative balance protection.

- 5.2 A Copy Trader confirms and acknowledges that a decision to Copy a Master Trader(s), the opening and closing of copy trade(s) will happen from the client's trading account through the automated trading execution, without Client's manual intervention. Client further authorises the Company to execute all actions undertaken by the chosen copied Master Trader or strategy, such actions are automatic once initiated by Client and do not require any pre-authorisation of ongoing activity/copy trades.
- 5.3 A Follow Trader confirms and acknowledges that a decision to follow a Master Trader(s), is performed at his own initiative without Company's intervention and the Client is solely responsible for any actions and losses that may arise in Client's Trading Account.
- 5.4 The Client remains, at all times, solely responsible for both monitoring, selecting and assessing the suitability of one or more Master Traders Strategies he/ she chooses to copy, and Client shall be able to simultaneously copy a maximum number of Strategies based on margin availability. The Strategies do not contain and should not be construed as containing investment advice or an investment recommendation or, an offer of or solicitation for entering any trades.
- 5.5 Once a Strategy is copied and trades are opened, the Client reserves the right to manually close any of the trades if he/ she believes that this serves better his/ her trading needs and investment or other objectives.
- 5.6 The Company shall continue to be committed to exercising reasonable endeavours to monitor the performance of Master Trader's account, portfolio and/or strategy, against parameters established by it, which may include, risk behaviour, performance, profitability, drawdown and any other parameters deemed relevant by Company. All performance-related data are automatically updated and can be accessed through the Client Trading platform.
- 5.7 Company reserves the right to stop copying any master trader, account, portfolio and/or strategy, at its sole and absolute discretion and to block any master trader's account, portfolio and/or strategy from being copied.
- 5.8 A Copy Trader's position in respect to orders requested or executed with any of the financial instruments offered by the Company, shall be copied in a pro rata propositional to equity amounts.
- 5.9 Client acknowledges and understands that they use the Social Trading service at their own risk and the Company, and its employees, affiliates, clients, and agents will not be liable for any losses that you may sustain as a result of using such services or the non- performance of a Master Trader.
- 5.1 Other than the costs referred to within the Client Agreement and Trading specifications incorporated to the Company's website and Client Trading Platform, there will be no additional costs incurred by the client for the Social Trading service.

## 6 Fees

## **7 Representations and Warranties**

7.1 The Client represents and warrants that:

- a. Carrying out trading activities on the Social Trading Account does not violate the requirements of any applicable law (including but not limited to currency, taxation, civil (commercial), banking or any other legislation) of the country of residence of the Client;
- b. The Client possesses all necessary authorisations, approvals, permits, licenses, registrations and consents from each relevant regulatory body/authority necessary to enable him to lawfully accept these Social Trading Account Terms and to perform the entire duties and obligations hereunder and the Client shall at all times whilst these Social Trading Account Terms remain in effect, comply with all relevant rules and the conditions attaching to such authorisations, approvals, permits, licenses or consents and with any laws, rules, regulations or requirements of all relevant governments, agencies, bodies or institutions so far as they relate to the performance by the Client of his duties and obligations hereunder, and he covenants to inform the Company of any actual or likely change in such status;
- c. The Client has thoroughly reviewed these Social Trading Account Terms, other Company legal documents and that he or she understands their contents and meaning;
- d. The Client understands and acknowledges that Trading forex, derivatives and leveraged products carries a high level of risk, including the risk of losing substantially more than initial investment;
- e. The Client accepted these Social Trading Account Terms according to the procedure and on terms specified on the Website;
- f. All personal data submitted by the Client to the Company is valid and accurate;
- g. Acceptance by the Client of these Social Trading Account Terms and the performance of his obligations hereunder do not conflict with, nor result in a breach of, or constitute a default under, the terms of any other, agreement, arrangement or understanding to which the Client may be a party;
- h. These Social Trading Account Terms shall at all times constitute a legal, valid and binding obligation on the Client.

7.2 In addition to the representations and warranties set out in Clause 7.1, the Client registered by the Company as the Master Trader represents and warrants that he:

- a. Has a practical trading experience in the Financial Derivatives. The Master trader needs to prove his practical Experience like a "Suitability Assessment" or describe his experience which make him a suitable candidate.
- b. Completely understands the meaning of his activities performed in the capacity of the Master Trader and acknowledges the legal consequences thereof;

- c. Shall carry out activities aimed and focused at increasing the Social Trading Account's Equity;
- d. Shall operate in good faith;
- e. Shall assure full confidentiality of access details to the Social Trading Account;
- f. Shall not "churn the trading account" (or in other words open and close many trades for the purpose of gaining commission rebates);
- g. In his relations with third parties the Client registered by the Company as the Master Trader undertakes:
  - i. Not to use the Company's name, trademark, logo or any other intellectual property in any documents, websites or any other material without the prior written consent of the Company;
  - ii. Not to write and/or distribute and/or assist in writing and distribution of any materials concerning the Company (notes, articles, etc.) to any printed and electronic media (including but not limited to blogs, Internet forums, etc.) without prior written consent of the Company;
  - iii. Not to give any guarantees and/or make any promises, any statements and/or representations on behalf of the Company regarding the Social Trading Account, particularly, using the Company' name and/or trademark of the Company;
  - iv. Not to make any false or misleading statement about his Social Trading Account;
  - v. Not to make any other actions which may cause any damage to the Company or entail any claims against the Company laid by third parties;
  - vi. Not to make any claim to the Company for any costs incurred by the Master Trader;
  - vii. To disclose to the Company details of any investigation by any regulatory body/authority into the Master Trader's affairs and the details of any past investigation into the Master Trader's affairs by any regulatory body/authority and details of any sanctions or penalties imposed on the Master Trader by any legal or regulatory body/authority within the past 5 (five) years;
  - viii. Not to represent himself as the Company's affiliate or agent or contractor or employee, publicly or otherwise, in contracts and agreements either verbally or in writing;
  - ix. Not to assume any obligations before third parties on behalf of the Company and shall not put the Company under any obligations;
  - x. To resolve all disputes and claims from third parties related to his activities in the capacity of Master Trader individually, using his own efforts and at his own expense.
  - xi. If in the result of the Master Trader's failure to fulfil any of the obligations listed in Clauses 14.2 and 14.3, any claims or actions laid against the Company, the Master Trader undertakes to reimburse all the costs incurred by the Company in full measure. In such

events, all Master Traders' withdrawal requests will be cancelled by the Company and will not be executed until the full resolution of all the disputes.

- h. In addition to the representations and warranties set out in Clause 14.1 the Client specifically assures and agrees that he:
- Will check the Social Trading Account every day by either logging into his account at the Platform or at least checking the statement sent to him automatically every day via email;
  - Is fully responsible for the performance of his Social Trading Account and free to withdraw the available funds at any time;
- i. Will immediately notify the Company if he is unable to login to the Client Area and/or his account at the Platform and/or is not receiving the email communications, so that the Company could rectify the situation;
- j. Will not reveal the credentials (password, id) of his Social Trading Account and will not give access to any third party to his Social Trading Account;

## 8 Company's Representations and Warranties

8.1 The Company represents and warrants that it:

- a. Doesn't take part in the management of the Social Trading Account, but only provides access to the Platform functionality and information resources required for copying the trade signals generated by the Master Trader;
- b. Is not an investment advisor and it does not give any recommendations regarding management of the Social Trading Account;
- c. Does not give any instructions or consultations, particularly in analytical materials published by the experts of the Company on the Website, which in no case should be qualified as management recommendations, as well as pieces of advice, consultations or recommendations regarding any types of investments;
- d. Exclusively controls the correctness of calculation and settlements between the Company and the Clients and between the Clients and the Master Trader as set out in these Social Trading Account Terms;
- e. Shall use every reasonable effort to ensure that any Client, using the Social Trading Account functionality fully understands the nature of the Social Trading Account services and any on-going obligations or liabilities which may be imposed on the Client, including taking all reasonable steps to ensure that any such Client is given (in a comprehensible way) all the information needed by them to enable them to make a balanced and informed decision concerning the Social Trading Account services provided by the Company.

## 9 Social Trading Risks

9.1 Any positive or negative consequences of the execution of the Copy Orders under these Social Trading Account Terms shall have a direct effect solely on the Client. While providing the Social



Trading Account services, the Company bears no responsibility for the actions of the Clients including the Clients registered as Master Traders.

- 9.2 By instructing the Company to execute the Copy Orders the Client confirms that he understands and accepts the inseparable risks associated with trading in Financial Derivatives.
- 9.3 The Company is not responsible for the competency of the Master Trader, his business and ethic merits and bears no responsibility to the Clients for any possible loss or lost profit.
- 9.4 The Company is not responsible for ensuring that the Master Trader is licensed or authorised (if required) to carry out the activities contemplated by these Social Trading Account Terms.
- 9.5 The Company is not responsible for providing the Master Trader with premises, data systems, any secretarial, book-keeping or record keeping services to assist in exercising the management of the Social Trading Account.
- 9.6 The Company expressly states to the Client that it does not guarantee profit or the recurrence of rates of return that have been made by the Master Trader in the past and warns that no positive record of trading strategy implementation ensures the repeat of trading success in the future.
- 9.7 The Client bears financial responsibility for any negative Equity incurred on the Social Trading Account as a result of execution of Copy Orders by the Company.
- 9.8 The Client accepts full responsibility for any and all financial losses such as direct losses or profit losses resulting from the following risks:
- a. Risk that the Master Trader does not possess the necessary qualification (if required) or knowledge necessary to carry out trading activities;
  - b. Risk that the Master Trader may carry out fraudulent operations using the Platform functionality;
  - c. Risk that the Master Trader may lose control over the Social Trading Account and third parties may gain access to the Social Trading Account;
  - d. Risk that the Client may misunderstand or misinterpret these Social Trading Account Terms;
  - e. Risk of unforeseen delays in transfers between the Account and the Social Trading Account or late execution of deposit/withdrawal instructions by the Company;
  - f. Risk of the Social Trading Account's closure.
- 9.9 Under no circumstances does the Company bear responsibility for the consequences of such risks listed in the Clause 9.8 above.
- 9.10 The Company will not accept any complaints nor compensation request for the performance of the Social Trading Account.
- 9.11 The Company gives no warranty as to the performance and/or profitability of the Client's trading decisions including the performance of any investment, portfolio or strategy followed by Master Trader(s).
- 9.12 The Company shall not be liable for any loss suffered by the Client in connection with the Services it provides to the Client under this Agreement unless such loss arises directly from the gross negligence or fraud of the Company.

- 9.13 It is provided that the Company shall not be liable to the Client or any other person for any consequential, circumstantial, special or indirect damages (including without prejudice to the generality of the aforementioned, loss of profit, loss of opportunity, commercial losses and damages) which are incurred by the Client in connection with this Agreement.
- 9.14 The Company will not be under any duty to provide the Client with any legal, tax other advice relating to any Transaction or to the use of these Services. The Client may wish to seek independent advice before entering into a Transaction or use of these Services.
- 9.15 The Company does not guarantee the reviewing and monitoring of all content posted through any of the Company's websites, application and/or any network status/posts/blogs/forum and any other communications and/or content options available by the Company and the Company does not in any manner encourage, support, verify or agree with any such content that has not been reviewed or monitored.
- 9.16 The Company provides the Social Trading Features for information purposes only and neither the Company nor its affiliates and/or employees and/or agents are investment or financial experts and advisers and any information is provided solely to enable the Client to make his own investment decisions and does not amount to investment, tax legal or other advice or unsolicited financial promotions to the Client and the client at his own risk is solely responsible for any investment decision, strategy and actions and/or losses sustained as a result of his own actions.
- 9.17 The Client is solely responsible to seek independent advice prior to using any of the Services provided under this Agreement and in determining whether the Services under this Agreement are appropriate and/or suitable to the Client.
- 9.18 Information of the previous/past performance of a Financial Instrument it is not a guarantee for its current and/or future performance. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Financial Instruments to which the said information refers nor that any account will likely achieve profits or losses similar to those applied by and shown in the Master Trader(s) account.
- 9.19 Clients by placing additional trades in their account or modify or cancel an order generated by the use of Social Trading Features acknowledge that this may result to a different outcome than the outcome reached in the account of the Master Trader(s). Unopened copied trades in amounts lower than the minimum trade may also result in different results. Cash-out and withdrawal by the Master Trader may also generate a materially different result to what Clients have copied as it may affect the Social Trading proportions.
- 9.20 The client is warned that Slippage may occur when trading in Financial Instruments and the Company does not guarantee that the trade will be filled at the order price/stop loss specified in the account of the Master Trader(s) and all orders will be filled at the available market price available to us that may or may not match the requested order price.

## **10 Liability and Indemnity**

- 10.1 The Company acts exclusively as the provider of the technical facilities and access to the Platform (acting directly or through its counteragents). The Company shall by no means bear any responsibility for profitability or losses of any trading operations performed on the Social Trading Account.

- 10.2 The Company reserves the right to make proper enquiries of the Master Trader and/or relevant regulatory authorities to establish that the Master Trader does hold any required permissions. At the request of the Company, the Master Trader shall supply details and evidence to the Company of his legal and/or regulatory status and of the licensing and/or authorisation requirements applicable to his or her activities (if any).
- 10.3 If the Company discovers that the Master Trader is procuring losses and/or damages to the Company then it reserves at its sole discretion the right to:
- Inform the Clients, who have instructed the Company to copy the trade signals of that Master Trader, and/or
  - Suspend the trading activity of the Master Trader, and/or
  - Close the Social Trading Account and block the operations of the Master Trader, and/or
  - Decline paying the Performance Fee or any other Fee to the Master Trader, and/or
  - Use the Performance Fee or any other Fee to compensate the Company's losses of any kind resulting from the actions of the Master Trader.
- 10.4 The Client (including the Client acting in the capacity of the Master Trader) hereby agrees to indemnify and hold harmless the Company, its affiliates, partners, co-owners, contractors and each of the respective directors, officers, agents, representatives, employees and invitees against any losses, damages, claims, expenses, liabilities, demands, costs of any kind or nature whatsoever (including all consequential, direct, indirect, special or incidental loss or punitive.
- 10.5 damages or loss, fines, penalties, interest and loss of profit or any other form of economic loss (including loss of goodwill, injury to reputation or loss of business opportunity)) (collectively the "**Losses**") that may be incurred by the Company and/or them as a result of:
- The Company acting in good faith while providing the Social Trading Account services based on instructions or communication which objectively appear to originate from the Client (the Master Trader) or a person authorised by the Client (the Master Trader);
  - Any act or omission of the Client (the Master Trader) or any of his employees or representatives or agents acting on their behalf;
  - Any false or misleading information or declaration provided or made by the Client (the Master Trader) either to the Company or to any third party;
  - The Company acting in compliance with any direction, request or requirement of any regulatory authority or government body; regardless of whether any such Losses in question were foreseeable or not.
- 10.6 The indemnity given in Clause 10.4 shall not be construed as implying any exclusion of or limitation on any contractual liability which the Client (the Master Trader) may incur under these Social Trading Account Terms and is without prejudice to any other rights or remedies of the Company, whether under these Social Trading Account Terms or otherwise.
- 10.7 The indemnity given in Clause 10.4 extends to the Company's legal, administrative and other professional fees, costs and expenses incurred in respect of taking any legal or investigatory action against the Client (the Master Trader), or instructing any debt collection agency, to recover monies owed by the Client (the Master Trader) to the Company.
- 10.8 The indemnity given in Clause 10.4 shall survive the closure of the Social Trading Account and termination of the Social Trading Account services.

## **11 Confidentiality**

- 11.1 By entering into this agreement and accepting these Terms and Conditions, you acknowledge that you have read and understood the Company's Privacy Policy, available on the Company's website.
- 11.2 The Company may collect client information directly from the Client (in his completed Copy Trade Assessment Form or otherwise) or from other persons including, for example, the credit reference agencies, fraud prevention agencies, banks, other financial institutions, third authentication service providers and the providers of public registers.
- 11.3 Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than in connection with the provision, administration and improvement of the Social Trading Services, anti-money laundering and due diligence checks, for research and statistical purposes and for marketing purposes. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.
- 11.4 The Company does not disclose to the Master Trader any information about the Client, who has authorised the Company to copy his trade signals except the Platform reference of such Client's Account.
- 11.5 The Company does not disclose to the Client any information about the Master Trader, except the name and number of his Social Trading Account and the information located in the relevant section of the Website.
- 11.6 The Company does not disclose to any third party any information about the Client and/or the Master Trader except cases when such disclosure is binding upon the Company by virtue of Applicable Laws and Regulations.

## **12 Governing Law and Jurisdiction**

- 10.1 This Agreement is governed by the Laws of the Republic of Saint Vincent & the Grenadines.
- 10.2 All transactions on behalf of the Client shall be subject to Applicable Regulations and any other public authorities which govern the operation of the Company, as they are amended or modified from time to time. The Company shall be entitled to take or omit to take any measures which it considers necessary to ensure compliance with the Applicable Regulations, the relevant market rules. Any such measures as may be taken shall be binding on the Client.

## **13 Term and Amendments to these Social Trading Account Terms**

- 13.1 These Social Trading Account Terms shall become legally binding on the Client at the moment when he receives a confirmation from the Company that his Social Trading Account is set up. The Client shall be legally bound by these Social Trading Account Terms until his Social Trading Account is closed.
- 13.2 The Company reserves the right to review and/or amend the provisions of these Terms at any given time it deems suitable and appropriate without notice to the Client. These Terms is made available on the Company website and upon request.

13.3 The Company will incur no liability whatsoever for any partial or non-performance of the provision of the Social Trading Account services by reason of any Force Majeure Event and the Company shall not be held liable for any loss that the Client may incur as a result thereof.

13.4 The Company reserves the right to terminate the provision of the Social Trading Account services to any Client at any time upon its sole discretion.

### **14 Other Provisions**

14.1 Client's registration as a Master Trader does not entail any changes in the basic status of the Client. The Master Trader is not an investment manager or investment advisor or portfolio manager or an agent or employee or contractor of the Company. In respect to the Master Trader and the Client, who has instructed the Company to copy his trade signals, any and all provisions of the Terms apply as well as all regulatory documents of the Company which are applicable to the Clients. The application of such documents to the Master Trader and the Client, who has instructed the Company to copy his trade signals, is carried out without any waivers, except those permitted according to these Social Trading Account Terms.

14.2 If, at any time, any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect under the applicable law and regulations of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of these Terms nor the legality, validity or enforceability of such provision under the applicable laws and regulations of any other jurisdiction shall in any way be affected or impaired.

14.3 Issues not covered in these Terms shall be regulated by the General Terms and Conditions and, where applicable, other legal documents available on our website. In the event of any inconsistency between the provisions of these Social Trading Account Terms and the provisions of the Terms or other legal documents, the provisions of these Social Trading Account Terms shall govern and control.

14.4 The Company will not accept any complaints nor compensation request for the performance of the Social Trading Account. The client agrees that a Master Trader Strategy's poor performance in itself (i.e. a Strategy falling in value) does not constitute a ground for a complaint that can be upheld. The value of a trade generated by a Strategy fluctuates daily; the fact that a Strategy may perform poorly does not necessarily mean that the Company or the Master Trader acted in negligence. The Company remains committed in exercising all good faith in resolving satisfactorily any concerns, other than the above mentioned, raised by the Client. If the Company receives a complaint, it will be handled as per the dispute resolution procedure as stated in our Disclosure Statement.

14.5 Trading Margin Products can create tax implications. Generally, if you make a gain attributable to an exchange rate or price fluctuation then that part of the gain is included in your assessable income. Conversely, if you make a loss attributable to an exchange rate or price fluctuation then that part of the loss is deducted from your assessable income. However, the taxation laws are complex and vary depending on your personal circumstance and the purpose of your currency trading. Accordingly, you should discuss any taxation questions you may have with your tax adviser before using our products.

### **15 Term and Termination**

- 15.1 These Terms become effective on the date the client or Master Trader accepted them and shall continue indefinitely until terminated by the client or Master Trade.
- 15.2 The agreement may be immediately terminated, at any time, in accordance with the provisions set out in the terms of the agreement.