



MAIN ACCOUNT TERMS OF USE

These Terms of Use are a legal contract (hereinafter referred to as "Terms of Use") between FXOpen Markets Limited, whose registered office is located at c/o Lighthouse Trust Nevis Ltd. Suite 7 Henville Building, Main Street, Charlestown, Nevis, Company number C 42235 acting in accordance with the Articles of Association, its successors and assigns (hereinafter referred to as "FXOpen" or the "Company"), and any individual or legal entity or other corporate body (hereinafter referred to as "Customer" or "You") who has completed the application to open an Individual/Corporate Main account. The parties hereby agree to the following:

1. SUBJECT

These Terms of Use governs all matters between the Customer and FXOpen with respect to the Main account operation. Main account is provided to you to process deposit/withdraw transactions to/from your Trading account (-s) held with FXOpen.

2. MAIN ACCOUNT

- 2.1. **Main account** is an electronic facility which enables You to deposit and withdraw funds and make electronic funds transfers to/between/from Your Trading accounts which are registered within the Trading platforms provided by FXOpen (MT4, MT5 and Tick-Trader) and form an integral part of the Main Account's functionality. Main account is devoted to make operation of the Customer's Trading accounts easier and more convenient.
- 2.2. Main account is not a bank account and the money held on the Main account will not earn any interest.
- 2.3. The funds reflected on the Main account balance belongs to the person or legal entity, which is registered as the Main account holder. No person other than the Main account holder has any rights in relation to the funds held on the Main account, except in cases of succession. You may not assign or transfer Your Main account to a third party or otherwise grant any third party a legal or equitable interest over it.
- 2.4. Main account is denominated in a currency of Your choice, as selected by You from the available currencies.
- 2.5. Main account is provided with the **Multi-currency** facility, which offers the possibility to keep funds in several currencies at the same time. Each separate currency is kept on the same-name Main account **currency pocket**. Such currency pocket is a constituent element of the Main account functionality. The Main account deposit (the total deposit) is composed of all the currency pockets' deposits.
- 2.6. You have the right to withdraw funds from Your Main account at any time. However, You may be required to additionally verify Your identity beforehand. There is no minimum withdrawal amount but the funds on Your Main account must be sufficient to cover any applicable withdrawal fee. You can choose the method of withdrawal prior to submitting withdrawal request.
- 2.7. It is strictly forbidden to use Your Main account for any illegal purposes including but not limited to fraud and money laundering. We will report any suspicious activity to the relevant law enforcement agency. You are prohibited from using Your Main account in an attempt to abuse, exploit or circumvent the usage restrictions imposed.
- 2.8. If You conduct or attempt to conduct any transaction in violation of the prohibitions contained in these Terms of Use, we reserve the right to:



- reverse the transaction; and/or
- block or suspend your Main account; and/or
- report the transaction to the relevant law enforcement agency; and/or
- claim damages from You; and
- charge You an administration fee of up to 100 USD in case we apply any of the above.

3. MAIN ACCOUNT REGISTRATION

- 3.1. In order to use the Main account You must first register it by providing your details on www.fxopen.com (hereinafter – the “Website”), i.e. filling the Account Opening Form. As part of the signup process You will need to accept these Terms of Use and You must have legal capacity to accept the same. If You complete the process successfully, You will obtain the registration data for Your new Main account. The detailed information will be sent to your registered e-mail and will be indicated on Your Main account screen (My FXOpen area or Client Portal) right after registration.
- 3.2. Any newly registered Main account has the “Not Verified” status. You may not initiate any transfer of funds until You provide FXOpen with the documents and information needed to verify Your identity. This verification data accomplished with respective documents shall be provided FXOpen for the anti-money laundering (AML) and countering financing of terrorism (CFT) compliance requirements.
- 3.3. You may only open a Main account if it is legal to do so in Your country of residence. By opening a Main account You represent and warrant to us that Your opening of a Main account does not violate any laws or regulations applicable to You. You shall indemnify us against any losses we may incur in connection with Your breach of this section. You may maintain only one Main account with FXOpen.
- 3.4. All information You provide to FXOpen must be accurate and truthful.

4. MAIN ACCOUNT MAINTENANCE

- 4.1. You must ensure that the information recorded on Your Main account during the signup process or any time thereafter is always accurate, truthful and up to date and You shall notify us promptly, but not later than within one month, of any changes in such information and we shall not be liable for any loss arising out of Your failure to do so. As per our AML/CFT obligations and internal procedures we may ask You at any time to confirm the accuracy of Your information or to provide documents or other evidence.
- 4.2. Funds deposits, transfers received, transfers sent and fund withdrawals are displayed in Your online transaction history in the My FXOpen area. Each transaction is given a transaction ID. You should quote this transaction ID when communicating with us about a particular transaction. You should check Your Main account balance and transaction history regularly. You should report any irregularities or clarify any questions you have as soon as possible by contacting Customer Service. Statements of accounts shall be deemed correct and shall be conclusive and binding upon the Customer, if not objected to immediately upon receipt and confirmed in writing, within (1) day after electronic transmittal to the Customer.
- 4.3. Reports, statements, notices and any other communications will be transmitted to You electronically by posting to the Main account (My FXOpen area) or via e-mail to Your registered e-mail address. All communications so posted or sent shall be deemed transmitted by FXOpen when posted or sent and deemed delivered to You personally, whether actually received by You or not.



5. KEEPING YOUR MAIN ACCOUNT SAFE

- 5.1. The registered e-mail address and the Password are used to enter your Main account (My FXOpen area). The **PIN Code** is required to confirm funds withdrawal from your Main account and transfers to/from/between Trading accounts. You must record the PIN Code in a safe place. It will be shown **ONLY ONCE** and won't be sent to Your registered email. You must take all reasonable steps to keep Your registered e-mail address, the Password, the PIN Code, login to Main account and telephone password used for communications with FXOpen (collectively – “Credentials”) safe at all times and never disclose it to anyone.
- 5.2. You must take all reasonable care to ensure that Your registered e-mail account as part of the Credentials is secure and only accessed by You, as Your registered e-mail address may be used to reset other Credentials or to communicate with You about the security of Your Main account. In case the e-mail address registered with Your Main account is compromised, You should without undue delay after becoming aware of this contact Customer Service and also contact Your registered e-mail service provider.
- 5.3. In relation to the Credentials, the You hereby acknowledges and undertakes that:
 - (a) You will be responsible for the confidentiality and use of Your Credentials;
 - (b) other than with FXOpen prior written consent, You will not disclose Your Credentials to persons other than your authorized representatives for any purpose whatsoever;
 - (c) FXOpen may rely on all instructions, orders and other communications entered using valid Credentials, and You will be bound by any transaction entered into or expense incurred on the Your behalf in reliance on such instructions, orders and other communications; and
 - (d) You will immediately notify FXOpen at our sales and/or customer support desk if You become aware of the loss, theft or disclosure to any third party or of any unauthorized use of Your Credentials.
- 5.4. Our personnel will never ask You to provide Your Password or PIN to us or to a third party. Any message You receive or website You visit that asks for your Credentials, other than the Website, should be reported to us. If You are in doubt whether a website is genuine, You should contact our Customer Service. You must never allow anyone to access Your Main account or watch You accessing Your Main account.
- 5.5. If you have any indication or suspicion that Your Credentials being lost, stolen, misappropriated, used without authorisation or otherwise compromised, You are strongly advised to change your Password. You must contact Customer Service without undue delay on becoming aware of any loss, theft, misappropriation or unauthorised use of Your Credentials. Regardless of Your notification You shall be liable for any losses as a result and You agree to indemnify and hold FXOpen, its affiliates, employees, agents, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by us arising out of Your failure to fully and timely perform the Your obligations herein or should any of the representations and warranties fail to be true and correct. You also agree to pay promptly to us all damages, costs and expenses, including attorney's fees, incurred by us arising out of Your failure to fully and timely perform Your obligations herein.
- 5.6. The processing of Your data is governed by our Privacy Policy which can be found on the Website. By accepting these Terms of Use, You also agree to the terms of our Privacy Policy. To the extent applicable, both Parties shall comply with the relevant laws relating to the protection of the Personal



Data including but not limited to the General Data Protection Regulation 2016/679 (Data Protection Legislation).

- 5.7. We may suspend Your Main account or otherwise restrict its functionality on reasonable grounds relating to the security of the Main account or any of the Credentials or if we reasonably suspect that an unauthorised or fraudulent use of Your Main account has occurred or that any of the Credentials have been compromised. We will notify You of any suspension or restriction and of the reasons for such suspension or restriction in advance or, where we are unable to do so, immediately after the suspension or restriction has been imposed, unless notifying You would be unlawful or compromise our reasonable security interests. We will lift the suspension and/or the restriction as soon as practicable after the reasons for the suspension and/or restriction have ceased to exist. Further, if we believe that You supplied Your Credentials to other persons in breach of subparagraph above, then we may terminate these Terms of Use immediately or take such other action as we may determine in its sole and absolute discretion
- 5.8. You shall be solely responsible for providing and maintaining any equipment and software and for making all appropriate arrangements with any telecommunications suppliers or, where access to the Main account is provided through a third party server, any such third party, necessary in order to obtain access to the Main account. Neither we nor any company maintaining, operating, owning, licensing, or providing services to us in connection with the Main account makes any representation or warranty as to the suitability or otherwise of any such equipment, software or arrangements.
- 5.9. Irrespective of whether You are using a public, a shared or Your own computer to access Your Main account, You must always ensure that Your login details are not stored by the browser or cached or otherwise recorded. You should never use any functionality that allows login details or passwords to be stored by the computer You are using.

6. BLOKING OF MAIN ACCOUNT

- 6.1. You may block Your Main account at any time by contacting Customer Service.
- 6.2. When we receive a request to block the Main account we may ask to provide us with additional verification documents to compare it with those we have already had in our databases. This is done for AML/CFT purposes.
- 6.3. If Your Main account holds a balance at the time of its blocking, You need to withdraw Your funds before we process with blocking. After the blocking is accomplished You will not be able to access Your Main account but You may withdraw any remaining funds by contacting Customer Service and requesting that the funds are sent to You in a manner that is reasonably acceptable for us. We suggest that You withdraw Your remaining funds as soon as possible as they will not earn any interest while being deposited in Your Main account. Your obligations with regards to keeping Your Main account safe as set forth in section 5 shall continue to apply.

7. DEPOSITING FUNDS

- 7.1. FXOpen shall neither receive nor disburse Customer's funds in cash currency. All transactions between the Customer and FXOpen shall be performed by wire or other methods, in which, the identities of both the sending and receiving parties can be verified by FXOpen and which FXOpen in its sole discretion shall deem appropriate.
- 7.2. FXOpen shall not accept deposits from any third party to the Customer's Main Account until otherwise agreed in written between the parties hereto.



- 7.3. You can deposit funds by visiting the Website, logging into Your Main account and following the relevant deposit instructions on the Website.
- 7.4. When You register Your Main account, it contains only one default currency pocket which is denominated in EUR. You can add additional currency pockets (via) making a deposit. To do this, You need to select (a) a payment option, the deposit currency (that you have not used before), the correspondent currency pocket and (b) to fill the deposit form following the provided instructions on the Website. After Your deposit request is processed successfully, the funds will be transferred to Your Main account. The new currency pocket will be added to Your Main account and saved.
- 7.5. You may be presented with a number of different deposit methods, depending on which payment instruments You choose and which payment methods are available in Your country of residence. All the currency pockets that You have added to the Main account, will be offered to You for depositing while making a transfer. We do not guarantee the use of any particular deposit method made available, and may make changes to or discontinue the acceptance of any particular deposit method at any time. We shall not be responsible for the deposit payment until the deposited funds are received by us.
- 7.6. To deposit the funds You should fill the respective form including among other:
- Indicate the payment instruments and its payment details; and
 - Provide us with the details of the Main account that we can use for identification. If under those details there is no Main account registered with us, the transfer will not be processed; and
 - Choose the currency; and
 - Choose the amount You want to transfer; and
 - Enter Your Main account PIN Code.
- 7.7. To deposit funds You are required to authorise the transfer with Your Credentials (login details, Password and PIN Code).
- 7.8. Depending on which deposit method and payment instrument is chosen You will need to provide other information or to complete other activities that we may reasonably require to ensure proper authorisation of a deposit transaction.
- 7.9. If You choose a deposit method using a payment instrument that may be subject to chargeback rights or reversal, You declare that You will not exercise such chargeback right other than for unauthorised use of the payment instrument. We reserve the right to charge You all fees and expenses we incur in connection with such chargeback or reversal and any action undertaken to charge the same, including without limitation to deduct the reversed amount from any of Your Trading account or from the Main account and block Your Main account.
- 7.10. If a chargeback or reversal of funds results in a negative balance in Your Main account, You will be required to repay such negative balance by depositing sufficient funds into Your Main account. Failure to do so is a breach of these Terms of Use. Repayment of the negative balance is due immediately without notice. We reserve the right, at any time, to send You reminders or to take other debt collection measures. We reserve the right to charge You the expenses we reasonably incur in connection with any debt collection or enforcement efforts. We may also block Your Main account.
- 7.11. Deposited funds will be credited to Your Main account after the funds have been received by us. Before we receive the funds, the transaction is assigned with "Pending" status.
- 7.12. You must not make a deposit through a bank or other payment institution if You are not the named holder of the account in such bank or payment institution.



- 7.13. Deposits may be subject to deposit limits due to security and legal requirements of Payment service provider which process the payment instrument You have chosen (Payment service providers). These limits are set dynamically depending on the upload method You want to use. You can view these limits at the website of the relevant Payment service provider.
- 7.14. Deposits may be subject to third party Payment service provider's deposit fees and currency conversion fees depending on which deposit method and payment instrument is chosen. Such fee will be deducted from Your deposit and You will receive the sum equal to "deposit less fee" to Your Main account.

8. FUNDS TRANSFERS

- 8.1. You can request the following transfers using Main account:
- (a) External transfer – to transfer funds from the Main account to another Company's customer Main account;
 - (b) Mass External transfer –to make multiple transfers to other Company's customers Main accounts using one transferring form;
 - (c) Internal transfers between Trading accounts subscribed to the Main account
 - (d) Internal transfers to trading accounts subscribed to the Main account;
 - (e) Internal transfers from trading accounts subscribed to the Main account.
- 8.2. To transfer the funds You are required to authorise the transfer with Your Credentials (login details, Password and PIN Code). We may also sent You an e-mail with a confirmation link.
- 8.3. You can transfer funds from Your Main account using different currencies. You can make a transfer without currency conversion if You use the currency of Your Trading account. In case You use the currency differ from the one of Your Trading account the sum You are transferring will be converted into Your Trading account currency. The conversion rate will be shown to You while filling in the deposit form. You can check all the currency rates with the help of Transfer/Currency rates history in the My FXOpen area.
- 8.4. To transfer the funds You must fill the respective transfer form, including among other:
- provide us with the correct details of destination account that we can use for identification. If the details are not registered with us, the transfer will not be processed; and
 - Choose the currency; and
 - Indicate the amount You want to transfer (considering the clause 8.1); and
 - Enter Your Main account PIN Code.
- 8.5. As soon as You follow the confirmation link received from us, the transfer request will be put into the queue and processed within 48 hours. On this stage, we may request You to provide additional information and supporting documents regarding the transfer.
- 8.6. You may also cancel the transaction while it is assigned with the "pending" status, i.e. before the funds have been credited to the destination account.

9. FUNDS TRANSFERS BETWEEN MAIN ACCOUNT CURRENCY POCKETS

- 9.1. You may transfer Your funds within Your Main account from one currency pocket into another one, following instructions provided on the Website.



9.2. The currency conversion is completed at the Currency Exchange rate specified on the Website. The currency conversion may be subject to the additional commission published by the Company on the Website or provided to the Customer prior to the conversion.

10. WITHDRAWING FUNDS

- 10.1 FXOpen shall not withdraw any funds from the Customer's Main account to any third party until otherwise agreed in written between the parties hereto.
- 10.2 You can request a withdrawal of all or part of the funds held in all Your currency pockets in Your Main account at any time by following the instructions specified on the Website.
- 10.3 The withdrawal currency depends on the payment option that You choose. In case the currency of the withdrawal does not correspond the currency of the currency pocket, the funds will be converted at the indicated Currency Exchange rate.
- 10.4 We do not guarantee the availability of any particular withdrawal method and may make changes to or discontinue a particular withdrawal method at any time as long as there is at least one withdrawal method available to You. Where the withdrawal payment is received by You through the involvement of a Payment service provider (such as the bank where you hold a bank account), we shall not be responsible for the withdrawal payment once the withdrawn funds are received by Your Payment service provider.
- 10.5 To withdraw the funds you are required to authorise the transfer with Your Credentials (login details, Password and PIN Code). We may also send You an e-mail with a confirmation link.
- 10.6 To withdraw the funds Your should fill the respective form including among other:
- Indicate the payment instruments and its payment details; and
 - Provide us with the correct details of the destination account that we can use for identification; and
 - Choose the currency; and
 - Indicate the amount You want to withdraw; and
 - Enter your Main account PIN Code.
- 10.7 Depending on withdrawing method and payment instrument is chosen You will need to provide other information or to complete other activities that we may reasonably require to ensure proper authorisation of the withdrawing transaction.
- 10.8 Deposits via a credit/debit card, and any profits made, can be withdrawn back to your card without time limitations. Due to our fraud protection measures, withdrawing your profit using another payment method can be processed only after 30 days freeze period completion since your last credit/debit card deposit to Your Main account. When multiple credit/debit cards have been used for depositing funds, the method and timeframes of profit withdrawal are subject to FXOpen's sole discretion.
- 10.9 Withdrawals may be subject to other limits due to security and legal requirements of the third party Payment service provider. Please contact your Payment service provider for the limits applied to the transactions.
- 10.10 Withdrawals may be subject to third party Payment service provider's withdrawal fees and currency conversion fees depending on which withdrawal method and payment instrument is chosen. Such fee is deducted from Your withdrawal amount.



- 10.11 You must not make a withdrawal to a bank account or to the account held with other payment institution if You are not the named holder of such an account. Violation of this requirement may be treated as a suspicion transaction in terms of our AML/CFT policy and resolved in compliance with the respective procedures
- 10.12 You must ensure that the payment details You enter when withdrawing funds are correct and complete. We will not be liable for withdrawn funds being sent to the wrong payment institution where this is due to Your providing incorrect payment details.
- 10.13 You may also cancel the transaction while it is assigned with the “pending” status, i.e. before the funds have been credited to the destination account.
- 10.14 We reserve the right to carry out any necessary money laundering, terrorism financing, fraud or other illegal activity checks before authorising any withdrawal of Your funds. For these purposes we may request You to provide additional verification documents within the terms defined by us.

11. BANK WIRES

- 11.1 FXOpen shall perform wire transactions only between the Customer's Main Account and another account which is held in the Customer's name or of which the Customer clearly demonstrates ownership to FXOpen.
- 11.2 FXOpen does not accept transfers to/from the accounts held in the banks and/or other payments institutions incorporated in the USA, its territories or possessions or in the Countries identified by the FATF as high risk and non-cooperative jurisdictions.
- 11.3 If (i) the funds sent via wire transfer do not hit the bank account of the Customer during 10 business days, or (ii) if the funds sent via bank transfer are not deposited in the Customer's Main account within 10 business days, or (iii) if the funds sent by other than wire transfer method do not hit the account of the Customer within 5 trading days, or (iv) if the funds sent by other than wire transfer method are not deposited in the Customer's Main account within 5 business days the Customer shall have the right to apply to the Company with request to make a banking investigation of the transfer.
- 11.4 You shall understand that the banking investigation may entail commission charges that must be paid by You except the cases of the mistakes in withdrawals made by FXOpen staff. The method of payment of commission charges shall be determined by FXOpen individually and may be done by both transfer of necessary amount to FXOpen's account and withdrawal of necessary amount from Your Main Account. You shall be ready to provide FXOpen with all necessary documents needed for investigation purposes.

12. LIMITATION OF LIABILITY

- 12.1 In case of an unauthorised fund transfer or a fund transfer that was incorrectly executed due to an error by us, we shall at Your request immediately refund the payment amount including all fees deducted therefrom. This shall not apply:
 - 12.2.1 where the unauthorised payment arises from Your failure to keep the Credentials safe in accordance with section 5. In this case You shall remain solely liable for all losses;
 - 12.2.2 if You fail to dispute and bring the unauthorised or incorrectly executed transaction to our attention within 1 month from the date of the transaction.



- 12.2 Subject to the foregoing, we shall not be liable for any disruption or impairment of our service or for disruptions or impairments of intermediary services on which we rely for the performance of our obligations hereunder, provided that such disruption or impairment is due to abnormal and unforeseeable circumstances beyond our reasonable control or the control of the intermediary affected.
- 12.3 Without prejudice to any other terms of these Terms of Use relating to the limitation of liability and provision of indemnities, the following shall apply in particular to provision of services under these Terms of Use :
- i). **System errors:** FXOpen shall have no liability to the Customer for any partial or non-performance of its obligations hereunder by reason of any cause beyond its reasonable control, for damage which FXOpen may suffer as a result of malfunction or failure of transmission, communication or computer facilities, or any transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions, the failure by the relevant intermediate service provider or agent, agent or principal of its custodian, sub-custodian, dealer for any reason, to perform its obligations or other deficiencies on the part any internet services provided by FXOpen. The Customer acknowledges that any services may be limited or unavailable due to such system errors, and that FXOpen reserves the right upon notice to suspend access to any such services for this reason.
 - ii). **Delays:** Neither FXOpen nor any of its affiliates and/or third party providers and/or suppliers accept any liability in respect of any delays, inaccuracies, errors or omissions in any data provided to the Customer in connection with Main account using.
 - iii). **Viruses:** FXOpen shall have no liability to the Customer (whether in contract or in tort, including negligence) in the event that any viruses, worms, software bombs or similar malicious code items are introduced into the Customer`s information system via the Main account and/or any service provided by FXOpen, provided that FXOpen has taken reasonable steps to prevent any such introduction.
 - iv). **Unauthorised use:** FXOpen shall not be liable for any loss, liability or cost whatsoever arising from any unauthorised use of the Software and/or any of the services. Without derogating from generality of indemnification provisions under the Terms of Use, the Customer shall indemnify, protect and hold FXOpen, its owners, subsidiaries, affiliates, employees, management and third party contractors harmless from and against all losses, liabilities, judgements, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using the Main account and/or any service using Credentials, any designated passwords or other authentication and/or access details provided by FXOpen to the Customer, whether or not the Customer actually authorized such use.
 - v). **Markets:** FXOpen shall not be liable for any act taken by or on the instruction of a clearing house of any relevant market or regulatory or self-regulatory body or failure by such clearing house or regulatory or self-regulatory organisation, for any reason, their perform its obligations.
 - vi). In case any software and/or service of any third-party is used by FXOpen in the enforcement of any of the provisions of these Terms of Use, the Customer agrees to indemnify and hold harmless such a third party for any claims, actions or suits, as well as any related expenses, liabilities, damages, settlements, costs or fees arising from the Customer use or misuse of the third-party software and/or service as a part of the FXOpen's services.



- 12.4 FXOpen shall not be liable for non-performance of its obligations hereunder due to any event beyond its reasonable control, including without limitation any industrial action, act of terrorism, act of God, acts and regulations of any governmental or supra national bodies or authorities or the failure by the relevant intermediate agent, agent or principal of our custodian, sub-custodian, dealer, Market, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations
- 12.5 FXOpen shall not be liable for any indirect or consequential losses including but not limited to loss of profit, loss of business and loss of reputation. FXOpen shall not be liable for any losses arising from our compliance with legal and regulatory requirements.
- 12.6 FXOpen shall not be liable for the assessment or payment of any taxes, duties or other charges that arise from the underlying transaction between you and another FXOpen's customer.
- 12.7 Indemnification/re-imbusement. You agree to defend, reimburse or compensate us and hold FXOpen, its affiliates, employees, agents, successors and assigns harmless from any claim, demand, expenses or costs (including legal fees, fines or penalties) that we incur or suffer due to or arising out of Your or Your agents' breach of these Terms of Use, breach of any applicable law or regulation and/or use of the services. This provision shall survive termination of the relationship between You and us.

13. CUSTOMER REPRESENTATIONS AND WARRANTIES

- 13.1 The Customer represents and warrants that:
- (a) the Customer is of sound mind, legal age and legal competence; and,
 - (b) the funds on the Main account are the Customer's own funds and are legitimately acquired and have not been derived directly or indirectly from any act or omission that may constitute an offence or as a result of or in connection with any criminal conduct and no person other than the Customer has or will have an interest in the Customer's Main account; and,
 - (c) the Customer hereby warrants that regardless of any subsequent determination to the contrary, the Customer is suitable to enter into these Terms of Use, and,
 - (d) the Customer is not the U.S. person in the meaning of the applicable US federal laws and CFTC regulations as of the date of these Terms of Use commencement and will remain the same throughout its validity term; and
 - (e) all the information provided in the information portion of the Main account opening process is true, correct and complete as of the date hereof and the Customer will notify the FXOpen promptly of any changes in such information.
- 13.2 The Customer hereby confirms and acknowledges his/her express consent to eliminate the confidential nature of all communications regarding without limitation any disputes, legal proceeding, public statements between the parties hereto or its results including courts or other dispute resolution schemes decision on the matter. The Customer further agrees that FXOpen may disclose on its sole discretion the contents of such communication where and when FXOpen deems it necessary;
- 13.3 The Customer represents and warrants that he will immediately notify FXOpen about any detected error in the Main Account operation, affecting the interests of the Customer and to cease all further actions with the functionality of systems, except for those actions that are aimed at preventing loss on the Customer. The Customer hereby confirms and acknowledges that the Customer will not use the system error in their own interest. Violation of these provisions will make FXOpen to execute its rights under the Customer's indemnification responsibilities described below in clause 14 and may result in, among other things, termination of this Terms of Use, suspension or blocking of Your Main account.



14. INDEMNIFICATION

The Customer agrees to indemnify and hold FXOpen, its affiliates, employees, agents, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by FXOpen arising out of the Customer's failure to fully and timely perform the Customer's obligations herein or should any of the representations and warranties fail to be true and correct. The Customer also agrees to pay promptly to FXOpen all damages, costs and expenses, including attorney's fees, incurred by FXOpen in the enforcement of any of the provisions of these Terms of Use and any other agreements between FXOpen and the Customer.

15. GOVERNING LAW AND JURISDICTION

These Terms of Use, and the rights and obligations of the parties hereto, shall be governed by and enforced in all respects by the laws of Federation of Saint Christopher and Nevis, without regard to choice of law principles.

16. JURISDICTION, VENUE, WAIVER OF JURY TRIAL

The Customer agrees that any civil action, arbitration or other legal proceeding between FXOpen or its employees or agents, and the Customer arising out of or relating to these Terms of Use or the Main Account operation shall be brought, heard and resolved only by a court located in Federation of Saint Christopher and Nevis and the Customer hereby waives trial by jury in any such action or proceeding and waives the right to have such proceeding transferred to any other location. No action, regardless of form, arising out of or relating to these Terms of Use or Main Account operation hereunder may be brought by the Customer more than one year after the cause of action arose.

17. BINDING EFFECT

These Terms of Use shall be continuous and shall cover, individually and collectively, all relationships in respect to the Main account operation at any time opened or reopened with FXOpen irrespective of any change or changes at any time in the personnel of FXOpen or its successors, assigns, or affiliates. These Terms of Use including all authorizations, shall inure to the benefit of FXOpen and its successors and assigns, whether by merger, assignment, consolidation or otherwise. Such assignment may be made without prior notification to the Customer, and shall be binding upon the Customer and/or legal representatives, successors and assigns of the Customer. The Customer hereby ratifies all transactions with FXOpen prior to the date of these Terms of Use, and agrees that the rights and obligations of Customer in respect thereto shall be governed by the terms of these Terms of Use.

18. TERMINATION

18.1 These Terms of Use shall continue in effect until termination, and may be terminated by the Customer at any time when the Customer has no liabilities held by or owed to FXOpen upon the actual receipt by FXOpen of written notice of termination via registered e-mail or by way of Main account blocking as defined in the clause 6 above, or at any time whatsoever by FXOpen upon the transmittal of written notice of termination to the Customer; provided, that such termination shall not affect any transactions previously entered into and shall not relieve either party of any obligations set out in these Terms of Use nor shall it relieve the Customer of any obligations arising out in connection with these Terms of Use.



18.2 We may at any time suspend or block (close) Your Main account without notice in case:

- (a) You breach any condition of these Terms of Use;
- (b) You violate or we have reason to believe that You are in violation of any law or regulation that is applicable to Your use of our services;
- (c) we have reason to believe that You are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity.

18.3 We may suspend your Main account any time if:

- (a) we reasonably believe that Your Main account has been compromised or for other security reasons; or
- (b) we reasonably suspect Your Main account to have been used or is being used without Your authorisation or fraudulently; and we shall notify You either prior to the suspension or, if prior notification is not possible under the circumstances, promptly after the suspension unless we are prohibited by law to notify You.

19. COMPLAINTS

- 19.1. If any conflict situation arises when the Customer reasonably believes that FXOpen, as a result of any action or failure to act, breaches one or more terms of these Terms of Use, the Customer has the right to file a complaint with FXOpen within 2 (two) Business Days after the grievance has arisen.
- 19.2. Any complaints or disputes relating to the Main account operation (collectively "Complaints") must be made via registered e-mail to the following address: compliance@fxopen.com.
- 19.3. The process of dispute resolutions must be also governed by the Procedure for receipt and handling of customers complaints set forth in the FXOpen's Complaints Policy.

20. REFUND POLICY

Due to the nature of business no refunds are provided by FXOpen. The only exception is made if You are not the Customer of FXOpen, i.e. You do not hold a verified Main account with FXOpen. In this case FXOpen will refund money received from You using the same method originally used by You.

21. US PERSONS

FXOpen does not provide services to the persons who reside in the United States of America, its territories or possessions (the "USA").

FXOpen does not accept transfers to/from the accounts held in the banks and/or other payments institutions incorporated in the USA. In case FXOpen knows or suspects or has reasonable grounds to know or suspect that the Customer became a resident of the USA FXOpen will immediately block the Main account belonging to the Customer.

By registering a Main account You declare that You (including individuals and companies, trust, partnerships and their beneficial owners) are not the residents of the USA, or the US Persons within the meaning of US Foreign Account Tax Compliance Act (FATCA). Should become a resident of the USA or an US Person within the period of holding a Main account with FXOpen You will immediately inform us about.

The term 'US person' means:



- a citizen or resident of the United States,
- a partnership created or organised in the United States or under the law of the United States or of any state, or the District of Columbia,
- a corporation created or organised in the United States or under the law of the United States or of any state, or the District of Columbia,
- any estate or trust other than a foreign estate or foreign trust (see Internal Revenue Code section 7701(a)(31) for the definition of a foreign estate and a foreign trust),
- a person that meets the substantial presence test,
- any other person that is not a foreign person.

The term 'US citizen' means:

- an individual born in the United States,
- an individual who has a parent who is a US citizen,
- a former alien who has been naturalised as a US citizen,
- an individual born in Puerto Rico or Guam, or the US Virgin Islands.

FXOpen will also look for indicia including:

- a U.S. place of birth,
- identification of the Main account holder as a U.S. citizen or resident,
- a current U.S. residence or mailing address (including a U.S. PO box),
- a current U.S. telephone number,
- standing instructions to pay amounts from a foreign (meaning non U.S.) account to an account maintained in the United States,
- a current power of attorney or signatory authority granted to a person with a U.S. address,
- a U.S. "in-care-of" or "hold mail" address that is the sole address with respect to the Main account holder,
- any non U.S. person who otherwise allows a U.S. person to have signatory authority on the Main account,
- any business or not for profit organization that allows a U.S. person to have signatory authority on a financial account.

22. TERMS AND HEADINGS

The paragraph headings in these Terms of Use are inserted for convenience of reference only and are not deemed to limit the applicability or affect the meaning of any of its provisions.

23. RECORDINGS

The Customer agrees and acknowledges that all conversations regarding the Customer's Main account between the Customer and the Company personnel may be electronically recorded with or without the use of an automatic tone-warning device. The Customer further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving the Customer or FXOpen. The Customer understands that FXOpen destroys such recordings on regular intervals in accordance with FXOpen established business procedures and the Customer hereby consents to such destruction.



24. AMENDMENTS

- 24.1. No provision of these Terms of Use may be waived or amended unless the waiver or amendment is in writing and signed by both the Customer and an authorized officer of FXOpen. No waiver or amendment of these Terms of Use may be implied from any course of dealing between the parties or from any failure by FXOpen or its agents to assert its rights under these Terms of Use on any occasion or series of occasions. No oral agreements or instructions to the contrary shall be recognized or enforceable. This instrument and the attachments hereto together with other information related to FXOpen usage and contained on Website embody the entire agreement of the parties, superseding any and all prior written and oral agreements and there are no other terms, conditions or obligations other than those contained herein.
- 24.2. The Customer understands, acknowledges and agrees that FXOpen may amend or change these Terms of Use at any time. FXOpen will provide a Notice to the Customer of any such amendment or change by posting the amendment or change to its Website, or My FXOpen Area, or by sending an email message to the Customer. The Customer agrees to be bound by the terms of such amendment or change on the earlier of:
- (a) 5 (five) Business Days after FXOpen has posted notice of such amendment or change to the Website or My FXOpen Area; or
 - (b) on the date of the entry of any transaction.
- 24.3. If You object to the changes, they will not apply to You, however, any such objection shall constitute a notice by You to terminate and block Your Main account. Your Main account will be blocked in accordance with the provisions of clause 6 above.

THIS IS A LEGALLY BINDING TERMS OF USE. YOU HAVE TO CAREFULLY READ ALL OF THE FOREGOING COMPLETELY AND COMPLETE THE CUSTOMER APPLICATION TO OPEN A MAIN ACCOUNT.

Your consent acknowledges that You have carefully read, in its entirety, and understood these Terms of Use, and that You agree to all of the provisions contained therein. Your consent further represents, warrants and certifies that the information provided by you in the Customer Application process to open a Main account is correct and complete.