



TERMS AND CONDITIONS

1.1 These general Terms and Conditions are a binding Agreement between the trader, client, or Customer (henceforth known as “You”, “trader”, “client”, or “Customer”) JC Capital Markets, (henceforth known as “the Company”, JC Capital Markets or simply Us or We). Your access to and use of this website constitutes your acceptance of these Terms and Conditions and any other legal notices and statements contained on this website. If You have any objections to the Terms and Conditions stipulated hereto, do not use Our Services or Products in any way. Your use of Our Services or Products is governed by the version of the Terms and Conditions in effect on the date the Company’s website is accessed by You.

1.2 These Terms and Conditions also include important disclosures and information related to certain Products and Services. Your use of Our Products and Services is subject to these Terms and Conditions.

1.3 The Company may modify these Terms and Conditions at any time and without prior notice. You should review the most current version of these Terms and Conditions by visiting the Company’s website and clicking on the Terms and Conditions hyperlink, located at the bottom of the page. Your continued access to and use of the Company’s website constitutes your acceptance of these Terms and Conditions as modified. If You do not wish to be bound by those changes, You should cease to use the Company’s websites Products and Services. The only notice of changes or modification to these Terms and Conditions will be the publishing of the revised Terms and Conditions on the Company’s website; the Company will not separately notify You of any changes or modifications.

1.4 These Terms and Conditions are in addition to any other agreements between You and the Company, including any Client or Account agreements, and any other agreements that govern your use of Information, Content, Tools, Products and Services of the Company.

1.5 All the Company’s Information, Content, Tools, Products and Services are intended only for your personal, non-commercial use, unless You and the Company have agreed otherwise in writing.

2. Services, Registration & Accounts



2.1 Scope of Services: These Terms and Conditions include, but are not limited to, the use of Our website, the use of Our trading services, data collection and storage practices, downloadable material from Our website, financial information published on Our website (either by Us or by any third party), electronic content, real time information about the exchange rate of some currencies, tools for executing transactions in the foreign exchange market on the internet, by phone or fax and any other features, content or services that the Company may add in the future. These Terms and Conditions cover all forms of communication between the Company and You, including email, telephone, fax and more.

2.2 Registration: At any given time, starting from the date of your registration with Us, We may ask You to provide personally identifiable information. The Company reserves the right to limit or block access to the Services and/or terminate the user account if such information is not provided. If You choose to provide Us with the information and register with Us as Our client, You are confirming to Us that any information provided is true, accurate, updated and complete about yourself. Additionally, You agree that You will not impersonate any other person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from the Company for any purpose. If You are registering as, or for a business entity, You hereby declare that You have the authority to bind that entity to these Terms and Conditions. We apply strict security procedures to treat the information that You provide Us with care in accordance with Our Privacy Policy. Please note that when You register with Us You will choose a user name and password that will personally identify You each time You log on to Our system. Your username and password should be kept confidential at all times. It is your sole responsibility to safeguard this information. If the security of your username and password is breached or if You suspect that they are being wrongfully used, please contact Us immediately.

2.3 Eligibility: It is a pre-condition that Our Services are only used and contracts are only formed by those who are permitted to enter legally binding agreements. Therefore, if there is any reason why You would not be able to enter a legally binding Agreement with Us, for whatever reason – do not use Our Services. Such reasons could include but are not limited to, persons that have not yet reached the age of 18 or are defined as minors that have not yet reached legal age. Due to Our internal policies, We only permit people with sufficient experience, knowledge and understanding in financial investment, who possess the personal ability of identifying good investments and distinguishing bad investments, and who fully understand the risks associated with financial investments, independently from any information that they may have read on



Our website, to use Our Services. If You do not possess such experience, knowledge, or understanding independently, do not use Our website. As the Company is not responsible to check such experience, knowledge, or understanding, by using the Company's websites, Products and Services You declare to have such experience, knowledge and understanding. Notwithstanding any of the above, the above mentioned eligibility restrictions will only apply in cases where the Services involve the use of real money. The above restrictions will not apply to use of any practice application not associated with real money transactions. Trading activity with the Company might be illegal in some jurisdictions and We encourage traders to check local regulations and consider it before deciding to trade with the Company. The Company reserves the right to impose additional requirements or pre-conditions to accept clients residing in or from specific countries in its sole and exclusive discretion.

3. Identification

3.1 General: We will confirm and verify the identity of each person who registers on Our systems and/or opens an account with Us. Therefore, You will be prompted to provide Us with the information We find appropriate when You register. If at some point in the future, once You have already opened an account with the Company, We require additional and/or updated information from You, You hereby accept to provide such information at the time of the request.

3.2 Death of Account Owner: Upon the death of an Account owner and if the legal heirs of such Account owner would like to withdraw the remaining balance in the account, to the extent there is any, such legal heirs should present to Us official legal documents from the applicable governmental authorities in the jurisdiction of the deceased to Our satisfaction, and We, in Our sole discretion and upon checking such documents, will make the decision whether to allow such withdrawal. Different financial products may have other terms and conditions not discussed here. Refer to the terms and conditions of each product for additional information.

4. Client Communication

4.1 All communication between You and Us is considered non-privileged.

4.2 Communication originating from You is assumed to be true and factual.

4.3 Providing false information through client communication is considered a violation of our Terms and Conditions.



4.4 We will cooperate with investigations involving your account. Investigations may be initiated by banks, payment processors, liquidity providers, platform or trading software providers, law enforcement agencies, regulatory entities, or courts of law. In the event of an investigation, Your communication with Us may be audited by any of these third parties.

4.5 We may, from time to time, send email messages, text or SMS messages, call, write, or otherwise attempt to communicate with You regarding account information or promotions that are available for Your account. You may opt out of communication not related to your account standing by contacting clientservices@jccapitalmarkets.com

5 Representations and Warranties

You represent, warrant, covenant and agree that:

5.1 You are at least 18 years old, or the age of legal consent for engaging in financial investments activities under the laws of any jurisdiction that applies to You.

5.2 You are not a politically exposed person and You do not have any relationship (e.g., relative, associate etc.) with a person who holds or held during the last 12 months any public position. If the above statement is untrue or inaccurate with respect to You, please inform Our Client Services team at www.jccapitalmarkets.com and We will inform You if/how You may continue to use Our Products and Services.

5.3 You are of sound mind and You are capable of taking responsibility for your own actions.

5.4 All the details that You have submitted to Us or any details given to Us when opening an account and making a deposit are true, accurate, complete and match the name on the payment card and/or payment accounts in which You intend to deposit or receive monies from your account.

5.5 Your use of Our services and products, at your sole discretion, indicates that You have ensured that You are in compliance of all laws, regulations, or jurisdictions that apply to You.

5.6 From time to time, You may be requested to provide Us with certain documents to verify the details of the credit card used by You to deposit monies to your account. Subject to Our satisfaction from the above documentation



checks, You may or may not be permitted to deposit or withdraw further monies by recurring credit card or other means of payment. Providing untrue, inaccurate, misleading or otherwise incomplete information is considered an immediate breach of these Terms and Conditions. As such, We reserve the right to terminate your account promptly and to prevent You from using Our Products and Services without any relief or access to your funds.

5.7 The Company may elect to provide You with these Terms and Conditions and/or any other documentation, information and communications in various languages. By accepting these Terms and Conditions (in any language) You acknowledge and confirm that the Company's official language is the English language, and in the event of any discrepancy or inconsistency between any documentation, the English documentation, information and communications will exclusively prevail.

5.8 The Company reserves the right to communicate with You by telephone, facsimile, email, posts, newsletters issued by Us, and/or any other means of communication, whether such communication is personally addressed to You or generally addressed to all Our clients. By accepting these Terms and Conditions You acknowledge and confirm that all such means of communication are deemed acceptable and any information or notification so provided will be deemed to have been received by You and/or any transaction so executed will be deemed final and binding on your part.

5.9 The Company reserves the right to reject the appointment of any Discretionary Trading Agreement (DTA), Representative, or Power of Attorney (POA) authorized to act in your account and may elect to dismiss and/or reject any transactions performed by such Representative/Power of Attorney.

6. Payments/Deposits

6.1 You may deposit funds into your trading account at any time. Deposits will only be accepted by a payment method (e.g. bank account, e-wallets, credit cards, etc.) under the same name as yours.

6.2 Client will receive an email after the transaction is complete confirming Client's deposit.

6.3 The Company reserves the right to reject payments made by check.

6.4 The Company reserves the right to impose deposit limits and deposit fees in its system.



6.5 If You make a payment, and if the Company is satisfied that You are the sender/owner of the funds, the Company will credit your trading account with the amount of such payment pursuant to Our policies. Credit in your trading account will be denominated only in United States Dollars (USD) or Euros (EUR) at an exchange rate directed by Our payment processors. This exchange rate may not mirror commercially available exchange rates and the Company makes no guarantees on these rates.

6.6 We reserve the right, without prior notice to the trader, to make any currency conversions which We consider necessary or desirable for the purposes of complying with the Company's obligations or exercising the Company's rights under these Terms and Conditions or any transaction. Any such conversion will be effected by Us in such manner and at such rates as We may in Our discretion determine, having regards to the prevailing rates for freely convertible currencies.

6.7 All foreign currency exchange risk arising from any transaction or from the compliance by Us with Our obligations, or the exercise by Us of Our rights under these Terms and Conditions, will be borne by You.

6.8 If the Company is not satisfied that You are the sender/owner of the funds it reserves the right to reject the funds and return them to the remitter, net of any transfer fees or other charges, or to hold the funds pending an investigation as described in Section 9 (Investigations). You may be required to submit additional documentation as required by Anti-Money Laundering regulations and any other similar regulations applicable to Us.

6.9 The Client agrees and accepts that due to the nature of the Account or Investment Products the Company reserves the right to refund the Client's money in partial payments.

6.10 We will not be obliged to pay You interest on any funds held by Us on your behalf and You waive all rights to interest.

7. Withdrawals

7.1 When a withdrawal is performed, the Company reserves the right to refund traders via any of the payment methods they used when initially funding their trading account.

7.2 The Company reserves the right to impose withdrawal limits and withdrawal fees in its system.



7.3 The Client declares to accept that the event of requesting a withdrawal and/or requesting to terminate or cancel an account the Company is entitled to charge surrender fees, cancellation fees, incoming transfer fees, outgoing transfer fees and operational expenses which shall be deducted from the Client's account at the Company's sole discretion. In this regard the Client could receive substantially less than the amount initially invested, due to damages or losses that the Company suffers or encounters arising therefrom.

7.4 Withdrawals are paid through the original payment method that You used to deposit the money, subject to Our service providers' rules and regulations. If We are unable to send the funds or any partial amount thereof back to the original payment method, We reserve the right to pay the amount through an alternative payment method indicated by You in United States Dollars (regardless of the currency in which the deposit was made). The Company will not be held responsible for any transfer fees or charges charged by the receiver and/or any currency exchange rates resulting from the payment of such amount in United States Dollars.

7.5 Upon submitting a withdrawal request You may be required to submit documentation as required by Our Anti Money Laundering (AML) regulations.

7.6 According to Anti Money Laundering procedures any withdrawal request will be paid to the same individual that has submitted the deposit.

7.7 The Company reserves the right to decline Your request for withdrawal of any funds that have been placed in your account for less than six months.

7.8 The Company reserves the right to decline Your request for withdrawal of any funds that have not met a minimum threshold of 20 transactions for a total minimum of 1 traded lot per \$100 deposited. Each lot accounts for 100,000 currency units which You either buy or sell.

7.9 If You give an instruction to withdraw funds from your trading account, We will subtract the requested funds from your account balance and will process the specified request within five (5) business days once the instruction has been accepted, if the following requirements are met:

7.10 The withdrawal instruction must include all necessary information (e.g. valid photo ID, proof of address)

7.11 The payment method must be under the same name as the initial deposit.



7.12 You have provided full identification documents to support your request. A recent (less than 3 months) bank statement is necessary to process your withdrawal and should match the account owner's name.

7.13 If You have deposited by credit card, You must provide a clear color copy of both sides of the credit card You have used to fund your trading account (the middle 8 digits from the front and the CVV number from the back can be masked).

7.14 You have provided a valid phone number where You can be reach at any time.

7.15 You have enough money in your account to cover in full your withdrawal.

7.16 If We accept any payments to be made by a debit card, credit card or any other payment method that may charge processing fees, We reserve the right to charge a transfer charge.

7.17 For withdrawals over five-thousand USD (\$5000.00 USD) the following conditions must also be met:

7.17.1 The withdrawal form must be completely accurate and without corrections.

7.17.2 Secondary Proof of identity.

7.17.3 Secondary Proof of residence.

7.17.4 Bank account statement showing where the funds originated, signed and stamped by the issuing bank.

7.17.5 Client must provide a letter accepting all profits and losses in the trading platform.

7.17.6 Notarized statement indicating that the enclosed documents are valid and belong to the account holder.

8. Several Trading Accounts

In case a trader has more than one trading account, We reserve the right to treat all such accounts as if they were under one account and to limit the number



of accounts maintained under a single Trader, Entity, or household at Our sole discretion.

9. Investigations

9.1 When unusual, anomalous, uncommon, fraudulent, or suspicious trading is detected in your account, the Company will, at the behest of the Company's Compliance Department, third party Compliance Department, Liquidity Provider, Bank, Card Processor, or other interested third party, begin an investigation to understand your trading patterns and behaviors. This investigation can be handled by an internal or external group, solely at the Company's discretion. Investigations may take between 30 days to more than 12 months to complete. This timeframe is contingent on the nature of Your claim, Your cooperation with investigative bodies, and Your willingness to provide clear and accurate information.

9.2 During the course of the investigation, You may not deposit, withdraw, transfer or otherwise change funds in, out, or between any of your accounts or accounts the company has reason to believe may be linked to yours.

9.3 Due to the independent nature of the Compliance Department, no direct client communication will be answered. Any questions need to be routed through Customer service channels.

9.4 The Company shall have the right to demand all relevant information from other people or companies which are suspected to be involved with an account and/or the account operations.

9.5 The Company reserves the right to request information from any individual, entity, corporation, or body directly or indirectly related to the funds being deposited, traded, or withdrawn from your account. These documents can include, but are not limited to, identification, proof of residence, financial statements, bank account information, bank statements, tax returns, sources of funds, or any other information that the Compliance Department or Company deem relevant to an investigation.

9.6 You may only use your own money for trading with Us. It is strictly prohibited to use funds that are not yours, belong to a third party company or individual for trading. If You wish to use third party funds for trading, You must expressly request exemption from this clause in writing before depositing into your trading account. Funds being traded through a Discretionary Trading Agreement (DTA)/Power of Attorney (POA) are exempt from this clause, provided that said



document is signed and accepted by the Company's Compliance Department prior to trading.

9.7 In certain jurisdictions, You must be a licensed Trader, Commodity Trading Advisor, or Certified Financial Planner to trade a third party account. Trading a third party account without the necessary licenses is considered a breach of Our Terms and Conditions and will be sanctioned accordingly.

9.8 The Company may, as it deems necessary, reject a previously filed DTA or POA. Reasons for rejections may include, but are not limited to: failure to comply with Terms and Conditions, lack of or inaccurate documentation, fraudulent or suspicious trading activity, or other activity that may place the Company or its affiliates at undue risk.

9.9 The Company may, at any time and at its own discretion, refuse, deny, or revoke access to the use of the platform, liquidity, payment processors, or any step of the deposit or withdrawal process to any individual or group to safeguard the company's risk or if the trading model puts the Company or its users at risk.

9.10 The Company, at its sole discretion, has the power to close an account at any time or revert previous trades or transactions from an account from a specific date or dates in the past if the company finds any manipulation, fraud, lack of information or inaccurate information, if a Customer is doing trading with a third party's money, if the company finds that an account is doing trading with money that is not from the person that opened the account, if trading is not being done by the person who opened the account, or if the Company has reason to believe that You have knowingly or unknowingly participated in activities that put the Company or its affiliates at risk.

10. Complaints and Disputes

10.1 In the event of a dispute or financial complaint, We reserve the right to investigate and request documents from You in order to understand the nature of Your claim.

10.2 Investigations of a financial nature may take between 30 days to more than 12 months to complete. This timeframe is contingent on the nature of Your claim, Your cooperation with investigative bodies, and Your willingness to provide clear and accurate information.

10.3 We may revoke, nullify, cancel, or retract transactions or accounts that violate the terms and conditions in this agreement or have been identified by



our affiliates, partners, liquidity providers, or banks as having engaged in or are suspected of engaging in prohibited behavior or trading strategies.

10.4 In the event that Your account is identified as having violated the terms and conditions in this agreement, Your account may also be limited in the following ways:

10.4.1 Limiting access to or revoking access to our affiliate programs

10.4.2 Limiting the amount You are allowed to withdraw at a time

10.4.3 Limiting the frequency with which you can withdraw

10.5 Refer to Sections 10 and 11 of this document and Our Know Your Client/Anti Money Laundering policy for a detailed description of prohibited activities and behaviors.

10.6 In addition to the conditions listed in Section 9.4, We reserve the right to return account balances over the period of up to one year from the conclusion of the investigation, or to hold your funds in reserve in order to allow legal or investigative processes against You to conclude.

11. Illegal or fraudulent operations

11.1 The Company targets to provide continuous liquidity and updated quotes in all the financial instruments available on the platform. As a result of the automatic nature of the supply of the quotes, the client agrees and accepts that wrong quotes or not accurate quotes or price disparities may appear at some point. In case that a Client is trading in a way that aims to take advantage of price disparities resulting from rare and/or occasional price latencies with the purpose of benefiting from a possible pricing arbitrage to the Company's detriment, either by using additional functionalities like plug-ins, Expert Advisers, etc. or by any other mean, or if the Client is in any way carrying out an operation that is considered by the broker illegal or fraudulent, such as:

11.2 Fraudulent or illegal actions of any matter performed by the client which could affect trading activities.

11.3 Placing orders based on manipulated prices due to system errors, system malfunctions or any other cause or reason.

11.4 Arbitrage operations or latency trading models.



- 11.5 Transactions coordinated with or by third parties in order to take advantage of system errors, delays and/or latencies in the Company's system.
- 11.6 Placing trades in order to take advantage of erroneous quotes, system errors, delays and/or latencies.
- 11.7 Placing hedged trades in different accounts, owned by the same client or by different clients to convert bonuses in real balance or money.
- 11.8 Using plug-ins or EAs that conduct fraudulent trading.
- 11.9 Making arbitrage between the Futures Market and the CFDs due to temporal divergences of the prices.
- 11.10 Making arbitrage between two or more brokers in order to benefit from the swap differences or any other discrepancies between them.
- 11.11 Alter the trading platform in any way to benefit or take advantage of the prices.
- 11.12 Any other Fraudulent, deceitful, dishonest, unfair or devious trading activity.
- 11.13 If the Company considers that the client is involved in any of the above cases, without prior notice, the Company reserves the right to:
 - 11.14 Adjust the spread of the quotes at any time.
 - 11.15 Restrict client's access to the clients account.
 - 11.16 Reject an order or canceling operations.
 - 11.17 Eliminate trades and its profits.
 - 11.18 Eliminate profits.
 - 11.19 Report the client's and the client's behavior to the authorities.
 - 11.20 Disable the clients account.



11.21 Opening an investigation on the trading activity of the account which may take an indefinite period of time.

11.22 Eliminate clients account and confiscate the funds.

11.23 Immediately terminate the contractual relationship with the client.

12. Prohibited Behaviors

12.1 Neither a current or former employee of the Company or of the Company's related entities, may be a client of the Company (directly or indirectly, individually or with partners, affiliates or other third parties) without prior written approval of the Company.

12.2 In the event the Company discovers that the employee or former employee operates, trades or manages any of the Company products for third parties without the prior written consent, the Company will consider these operations as illicit or fraudulent. In this case the account and all open positions of the employee / former employee will be closed immediately and the funds from that account will be confiscated.

12.3 You may not publicly defame, injure, or otherwise slander or discredit the Company, its employees, or affiliates. Doing so will be considered a breach of these Terms and Conditions. The company reserves the right to quantify the damages done, based on potential revenue lost due to Your actions, and to collect compensation from You. Examples of defamation include, but are not limited to: posting information that is incomplete or incorrect that portrays the Company negatively, making private or confidential communication public, or otherwise decontextualizing interactions to portray the Company negatively.

12.4 Unless otherwise agreed, these Terms and Conditions and their enforcement are governed by the laws of Republic of Seychelles, without regard to principles of conflicts of law, and will inure to the benefit of the Company's successors and assigns, whether by merger, consolidation, or otherwise. This is the case regardless of whether You reside or transact business with the Company in Republic of Seychelles or elsewhere. Unless a dispute would be governed by an applicable arbitration clause, You irrevocably agree to submit to the jurisdiction of Republic of Seychelles and hereby waive any objection to the convenience or propriety of venue therein. Provided however that nothing herein will prevent the Company from bringing any action in the courts of any other jurisdiction.



13. Orders

13.1 We may utilize another executing broker, including an affiliate or a non-affiliated third party, to execute your orders and/or transactions. Such executing brokers will have the benefit of all of Our rights, remedies and limitations on liability under these Terms and Conditions. We reserve the right to decline any order or transaction, at any time, in Our sole discretion.

13.2 You acknowledge that it may not be possible to cancel or modify any order or transaction in the trading platform. Any attempt to cancel or modify an order is simply a request to cancel or modify and will not be recognized by the Company, unless specifically approved by Us. The Company will not be liable for any loss You may sustain in the event of non-cancellation of said orders, regardless if the price becomes highly volatile, the occurrence of a market event and/or upon an excessive movement in the underlying market or the like.

13.3 Section 9.2 applies to any transaction in the trading platform, including any financial product or instrument that We may provide regularly or seasonally in the trading platform.

13.4 Orders to buy CFDs with respect to securities may be denominated only by requesting to acquire the relevant security in a specified dollar amount as will be available on Our trading platform.

13.5 Orders to sell Securities CFDs may be denominated only by requesting to sell either the entire number of units purchased in a single transaction or the entire number of units held at such time.

13.6 The Company does not guarantee the execution of such orders and/or the execution of such orders at a specified price or amount.

13.7 We do not offer real-time trading in Securities CFDs. Sell or buy orders will be executed in one (or more intervals) in each trading day at a single bid and ask price (or several prices, as applicable) applied to all the outstanding orders executed in such interval.

13.8 We will make Our best efforts to execute orders for securities CFDs with respect to the following manner: (1) Orders placed until 15.00 ET (on a day which is a trading day on the relevant exchange on which the underlying security is traded) will be executed on the same United States trading day after the close of trading on such exchange; or (2) orders placed after 15.00 ET will be executed on next United States trading day. These times refer to only stocks



that are traded in a US market. When We have European/Asian stocks the hours will be adjusted to reflect the trading hours of the applicable exchange.

13.9 The execution price reported to You on the relevant confirmation of the buy or sell order will reflect the prices made available to Us from Our liquidity providers at the time of execution to which Our spreads and commissions will be added or deducted, as the case may be. Such bid-ask prices will not necessarily reflect the closing price for the underlying security as quoted on the relevant exchange in which the security is traded and/or the prices presented in charts and/or other market information made available by Us. The Company disclaims any liability with respect to any such discrepancies.

13.10 When entering an order for securities CFDs, or any other financial instrument, You irrevocably and unconditionally agree to accept the security bid/ask prices in which the transaction will be executed as will be reflected on Our trading platform as final and binding. Our prices may differ from the current prices on the relevant exchanges and You acknowledge that a transaction will be effected even though the relevant security never traded at the level of your transaction.

13.11 When effecting such transactions, the Company may or may not acquire or sell the underlying security for its own account to cover said orders. If a security is traded on several stock exchanges We can elect to acquire such security on any relevant exchange.

13.12 We may in accordance with Our Order Execution Policy, aggregate your orders with Our own orders, orders of any of Our associates and/or persons connected with Us including employees and other clients. Furthermore, We may split your orders when executing them. You accept that aggregation and split of your order may result in You obtaining a less favorable price than if your orders had been executed separately.

13.13 Without derogating from the generality of the foregoing, We further reserve the right NOT to execute buy or sell orders for Securities CFDs, or any financial instrument, in the following circumstances: (1) Your order violates exchange rules or securities or commodities laws, regulations or rules, or is intended to defraud or manipulate the market; (2) abnormal market conditions and/or a significant disruption in or premature close of trading in the underlying security and/or the market on which the underlying security is traded; (3) force majeure, acts of God, war (declared or undeclared), terrorism, fire or action by an exchange, regulatory or governmental authority that disrupts trading in the



relevant security; (4) in the event liquidity providers are unable to provide liquidity to Us.

14. Administration Fees for Dormant Account

14.1 In the event that no trading activity has been executed in your account for a period of at least two months, We will regard your account to be dormant. An account shall be deemed as dormant from the first day following the last day of the second month in which no trading activity was executed. Once an account is deemed dormant, any available trading bonuses shall be removed from the account and We shall deduct a monthly fee equal of \$25 (twenty five USD or its equivalent) for the first two months of inactivity. For months three and four the fee shall be raised to \$50 (fifty USD or its equivalent) per month of inactivity. From month five will be charged a fee of \$100 (one hundred USD or its equivalent) per month of inactivity. Such monthly fees shall be deducted until the balance of the account has reached zero and dormant account with a zero balance will be closed. In the event that You execute at least one trade in your account following the date your account became dormant, the Company will cease to deduct the monthly fee unless your account shall become dormant again, but shall not refund any administration fees already deducted from the account prior to such trade.

14.2 Your account may go into a negative balance due to market conditions, poor trading, or other unforeseeable events. By using our platform, You agree to the following terms and conditions:

14.2.1 Negative balances on any of your accounts, or accounts associated with you, will be zeroed by adding a temporary deposit into Your account. These temporary deposits or “zero out deposits” are not permanent and are carefully tracked by our compliance department.

14.2.2 The negative balances must be paid before You can request a withdrawal from any of Your accounts, or any accounts associated with You.

14.2.3 If you do not bring Your accounts or associated accounts up to date, no withdrawals will be processed and Your may be suspended.

14.2.4 We reserve the right to charge Your payment method on file should You refuse to settle a negative balance on any of Your accounts, or accounts associated with You.

15. Marketing Promotions and Bonuses



15.1 General Bonus Policy – in the interest of fair trading, traders must buy or sell at least one (1) lot in real-money mode for each unit of \$100 bonus granted by the Company before submitting any withdrawal requests. Each lot accounts for 100,000 currency units You choose to buy or sell. For Example:

If You receive a bonus \$100 your trading requirement is 1 lot which equal 1,000,000 currency units. Keep in mind that the number of currency units You are buying or selling per trade is determined by the amount of your trade X the leverage. So for example if You're making a trade for the amount of \$25 with a leverage of 1:400, $25 \times 400 = 10,000$ so You are buying or selling one mini lot.

15.2 The Company reserves the right to decide, at its sole discretion, which bonuses given are tradable or just for leverage purposes and when they are removed.

15.3 By accepting any bonus from the Company You deem to accept all of the Terms & Conditions of the Bonus Policy above. All promotions, bonuses or special promotions that We offer or will offer in the future are subject to specific promotional Terms and Conditions. All complimentary bonus money credited to your account must be strictly used under the specific promotion's Terms and Conditions. Coupons are not available in certain countries, as shall be determined by Us in Our sole and absolute discretion. At all times, We reserve the right to retract and/or cancel any such promotion, bonus or special offer. If We suspect that a user has abused or attempted to abuse a bonus and/or other promotion or otherwise acted with a lack of good faith towards Us, then We reserve the right, at Our sole discretion, to deny, withhold or withdraw from that user the bonus or promotion and if necessary to cancel any benefits with respect to that user, either temporarily or permanently, or terminate that user's access to the service and/or block that user's account.

15.4 Zero Risk Trading (or Trade Without Risk, No Risk Trading) promotions may be available at certain times. The terms and conditions for this promotion are as follows:

15.4.1 Only Your first five trades are eligible for reversal.

15.4.2 This promotion is only available to new clients with new JC Capital Markets trading accounts.



15.4.3 No other bonuses or promotions are available when You select the Zero Risk Trading promotion.

15.4.4 Your account will be leveraged at 1:400 automatically and cannot be changed.

15.4.5 Your first five trades must take place no later than 10 business days from the date that you complete your initial deposit.

15.4.6 If Your account is refunded, then You must trade an amount to equal 1 standard lot per \$50 USD returned to your account before you can request a withdrawal.

15.4.7 Any amount refunded will be debited from your account when you request a withdrawal.

15.4.8 Any profits generated from the refunded trades will remain on your account.

15.5 Any eligibility for a bonus will grant the bonus to be credited only once per account, person, household and/or any environment where computers are shared.

16. Content and Personal Data

16.1 By acceptance of these Terms and Conditions, You agree and acknowledge that your username, your picture/avatar (if provided), your state of residency, gender, networks, list of users who follow You, users who copy You etc., list of users You follow or copy, and any network status/posts/blogs and any other content options that enable Our users to interact amongst themselves, including without limitation content and information You post on the Company social network, comments, feedback, postings and/or all information that You provide to Us via Our website and/or by email, fax or telephone will be considered non-confidential and non-proprietary information (other than your personal data as described below, collectively, the "Content"). All portfolio and trading information performance results will be considered non-confidential and non-proprietary information and as the Company's property. By providing such Content, You specifically grant Us a non-exclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide license to use, copy, duplicate store, present and/or publish all or any part of your Content, and We will be free to use such Content in any manner or media whatsoever, on an unrestricted basis



and without any attribution or royalties or other compensation to You.

16.2 Your telephone conversations, email/chat communications with Us may be recorded and maintained by Us. Any recordings will be and remain Our sole property and will be accepted by You as conclusive evidence of their content as recorded by Us. You agree that We may deliver copies of transcripts of such recordings to any court, regulatory or government authority, including without limitation, in disputes which may arise between You and Us.

16.3 By entering into these Terms and Conditions, You are consenting to the transmittal of your personal data (i.e. your personally identifiable information and your payment details) to other companies in the Company group and to external companies to help Us process and/or analyze it as part of the provision of services to You. Such personal data may also be used for marketing purposes, or to conduct market research for Us or other companies in Our group that may use the personal data to bring to your attention Products and Services that may be of interest to You and also to assist in the efficient provision of the services.

17. Communications within the Company's Community; Links to Third Party Websites, Newsletters etc.

17.1 You acknowledge that You are responsible for any Content, information and material that You submit or transmit through any of Our websites, applications and/or any network status/posts/blogs and any other communications and/or content options available by Us, including your responsibility as to the legality, reliability, appropriateness, originality and copyright of any such information or material. Additionally, You represent and warrant that: (i) You own all right title and interest in any Content provided by You, and (ii) the posting of your Content by Us (in any manner or media whatsoever, on an unrestricted basis) does not (and will not) violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any individual or make derogatory remarks regarding, defame or otherwise criticize any person or entity. You will be solely liable for any damage resulting from any infringement or other violation of the copyrights, trademarks or other proprietary rights of any individual or entity, and for any other harm or losses resulting from any Content.

17.2 In Our efforts to promote collegial, non-misleading and non-defamatory communications between the members of Our social network community, You are strictly prohibited from: (1) making statements as to your eligibility to provide investment advice, portfolio management and/or any other services and/or activity which may require a license, registration and/or notification in your state



of residency and/or in the residency states of Our users; (2) making statement that the Company and its Affiliates endorse, maintain any control and/or guarantee the accuracy and/or completeness of the Content published, posted or shared by You with other users; (3) making statements that are abusive, defamatory, harassing, and/or insulting statements to other users or otherwise; (4) making statements that advertise or promote any other online entities; (5) making statements that contain sexually explicit and/or grossly offensive content, including expressions of bigotry, racism, hatred or profanity, or that is hateful, threatening or pornographic; incites violence or that contain nudity or graphic or gratuitous violence; (6) sending or otherwise posting unauthorized commercial communications (such as spam) on Our websites, applications and/or utilizing Our services; (7) collecting users' content or information, or otherwise accessing Our websites and/or services, using automated means (such as harvesting bots, robots, spiders, or scrapers); (8) engaging in unlawful multi-level marketing, such as a Pyramid Scheme, on Our websites and/or using Our services; (9) uploading viruses or other malicious code; (10) soliciting personal information and/or login information or access an account belonging to someone else; (11) using Our websites and/or services to do anything unlawful, misleading, malicious, or discriminatory; (12) doing anything that could disable, overburden, or impair the proper working of the Company, such as a denial of service attack and/or facilitate or encourage any violation of these Terms and Conditions. All unsubstantiated performance claims may be removed from any of Our websites. If You violate the above We will have the right to terminate your account and registration of Our services. If your account and registration are terminated due to the above misuse We will not refund any funds which may be in your account.

17.3 Leading traders may be subject to additional rules of conduct and restrictions relating to their Content or trading activity which may be imposed by Us from time to time either generally or as a part of specified promotions. If You have been qualified as leading traders or a leading trader please contact your account manager to receive further information with respect to any such restrictions which may be applicable to You.

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investigation of alleged illegal activity. You further confirm and acknowledge that We may also maintain records of all such Content.

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17.6 Neither We, nor Our officers, principals, employees or agents will be liable to any person for any losses, damages, costs or expenses (including, but not limited to, loss of capital, loss of all the Clients money, loss of profits, loss of use, direct, indirect, incidental or consequential damages) resulting from any errors in, omissions of or alterations to any information and/or Content. The foregoing will apply regardless of whether a claim arises in contract, tort, negligence, strict liability otherwise.

18. Applicable Rules/Regulations

18.1 These Terms and Conditions and any orders or transactions placed or executed under it are subject to all applicable laws and regulations including, without limitation, the constitutions, articles, by-laws, rules, regulations, policies, procedures and interpretations (collectively, “Rules”) of the exchanges, markets and clearing houses in which the Company may elect to hedge its activity; and any other applicable Rules of a regulatory, self-regulatory or governmental authority (“Applicable Regulations”). IN NO EVENT WILL THE COMPANY OR ANY OF ITS AFFILIATES BE LIABLE TO YOU FOR ANY ACTION, INACTION, DECISION OR RULING OF ANY EXCHANGE, MARKET, CLEARING HOUSE OR REGULATORY OR SELF-REGULATORY AUTHORITY.

18.2 The Company or its Affiliates may take or omit any action they consider reasonable to comply with Applicable Regulations. You specifically acknowledge that exchange Rules may afford the exchange wide powers in various situations, including, but not limited to, in an emergency, in an otherwise undesirable situation, or in the event of a default (not necessarily on the part of the Company or its Affiliates), to close-out a transaction, to require the exercise of set-off rights or to take such other steps or combination of steps as the exchange thinks fit. You agree that, if a relevant exchange (or intermediate broker acting at the direction of, or as a result of any action taken by, any exchange) takes any action which affects any transaction, then We may take any action which We, in Our absolute sole discretion, consider desirable to respond to such action or to mitigate any loss incurred as a result of such action. Any such action taken by Us will be binding on You. In no event will the Company or its Affiliates be liable to You for any action, inaction, decision or ruling of any exchange, market, clearing house, liquidity provider, regulatory or self-regulatory, governmental or supra national authority.



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Because all servers have limited capacity and are used by many people, do not use the Company’s sites, products and/or services in any manner that could damage or overburden any the Company server, or any network connected to any the Company server. Do not use the Company’s sites, products and/or services in any manner that would interfere with any other party’s use of the Company’s sites.

26. Exclusion of Warranties

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27.3 YOU UNDERSTAND AND ACCEPT THAT THE COMPANY IS NOT IN THE BUSINESS OF GIVING AWAY MONEY. THEREFORE, YOU AGREE THAT IN CASE OF FAILURE OF ELECTRONIC OR MECHANICAL



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As a condition of your use of the Company's sites, You agree to indemnify and hold the Company and its Third Party Content providers harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from your use of the Company's sites, or from your violation of these Terms and Conditions.

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31.2 Although this document might be transcribed into different languages to provide Our clients with the best service possible, You must keep in mind that the English version of this document will serve for legal purposes.

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If for any reason any provision of these Terms and Conditions is deemed invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

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33.6 You agree that the Company may collect and use technical data and related information, including but not limited to technical information about your computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of Software updates, product support and other services to You (if any) related to this END USER LICENSE AGREEMENT

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KNOW YOUR CLIENT AND ANTI MONEY LAUNDERING POLICY

1. General Provisions

The Company and its current and future direct and indirect subsidiaries (hereinafter jointly referred to as "the Companies" and severally referred to as "the Company" or "we") is an international financial services group that operates in various countries and jurisdictions. We take our reputation for integrity, both in its business behavior and its management systems, as the cornerstone of our success. We are, therefore, committed to the highest standard of Anti-Money Laundering and Combating Terrorism Financing (hereinafter collectively referred to as AML/CTF) compliance and we require management and employees to adhere to these standards to prevent instances of money laundering. The Policy on Prevention of Money Laundering and Terrorist Financing (hereinafter known as "Policy") outlines the minimum general unified standards of the internal AML/CTF control which should be adhered to by the Company in order to mitigate the legal, regulatory, reputational, and transitively, financial and reputational risks.

2. Scope and Applicability

The Policy is mandatory for all the Companies and their Employees. The Companies should use their best endeavors to ensure that Employees are not involved in money laundering and terrorist financing.

3. The Purpose of the Policy

The purpose of the Policy is to provide basic guidance to the Companies and their Employees, internationally, with regards to major AML/FT requirements.

4. Objectives



The objectives of this Policy are as follows:

- To prevent criminals from using the Companies for money laundering activities
- To promote a “Know Your Customer” policy as a cornerstone principle for the Companies’ business practices
- To conduct self-audits to measure the effectiveness and compliance of these procedures

5. Risk Based Approach

5.1 Risk Management A risk based approach takes a number of factors into consideration to assess the possibility of and mitigate the ability to launder money:

- Identify and assess the money laundering and terrorist risks that are relevant to the Company
- Design and implement controls to manage and mitigate the assessed risks
- Monitor and improve the effective operations of these controls Risk management is a continuous process and is carried out on a dynamic basis. Companies ensure that their risk management processes for managing money laundering are kept under regular review.

5.2 Country Risk The Company will absolutely bar deposits from:

- Countries tied to sanctions, embargoes, or similar measures issued by governing bodies like the United Nations or European Union
- Countries identified by credible sources as lacking adequate money laundering laws and regulations
- Countries identified by credible sources as providing funding or support for terrorist activities
- Countries identified by credible sources as having significant levels of corruption or criminal activity

5.3 Customer Risk

The Company will assess, based on its own criteria, whether particular customers pose a higher risk of money laundering and terrorist financing and whether, in certain cases, mitigating factors are sufficient to conclude safely that a customer may or may not pose a higher risk of money laundering or terrorist financing. Application of risk variables may increase or decrease based on the perceived risk in each case.

5.4 Product Risk

Certain products and services offered by the Company may pose a higher risk



of money laundering or terrorist financing depending on the nature of the specific product or service offered. Such products and services may involve handling a high volume of currency or currency equivalents.

6. Customer Due Diligence (CDD) and Know Your Customer (KYC)

In identifying a customer, the Company obtains a range of information from the customer and verifies this information through the use of reliable, independent sources of documents, data, or information. As such, the Company may request any, some, or all of the following documents for clients or entities that are clients:

- State ID
- Federal ID
- Tax ID
- Tax information and/or returns
- Proof of address
- Proof of income
- Bank statements
- Letters of good standing from creditors, banks, financial institutions, or governments
- Company creation documents
- Company ownership documents
- Other company information as deemed necessary

7. Customer Monitoring

The Company will monitor all client transactions, profile the client’s activities, and may use that information to investigate potential money laundering activities.

The following activities are strictly forbidden:

- Attempts to create accounts with invalid information
- Attempts to create accounts with third party information
- Attempts to create anonymous accounts
- Using banks or financial institutions that are black listed
- Creating accounts by clients that are under sanctions
- Knowingly aiding or abetting clients in laundering money or attempting to circumvent procedures put in place to prevent money laundering
- Attempting to bribe or give remuneration to a Company employee in exchange for benefits, favors, or other quid pro quo scenarios.
- Attempting to deposit funds that do not belong to the account holder
- Using third party funds for trading



- Using third party accounts The company may monitor other activities not listed in here as they become evident.

8. Reporting Procedures

The following core obligations are part of the reporting procedures of the Company

- All employees participate in raising information about transactions that are subject to reporting procedures
- The Company's Compliance Officer considers all internal reports on transactions and new clients subject to scrutiny and will proceed accordingly
- The Compliance Officer will raise any activity to the Chief Operating Officer for continued investigation
- Any other employees detecting possible money laundering or terrorist activities will report such information to their department heads
- Department heads will report that same information to the Compliance Officer
- Employees must report instances of client misconduct to their supervisor immediately.

9. Record Keeping

All records are kept for at least 5 years and contain records obtained through KYC measures; account files and business correspondence; the results of any analysis undertaken; documents relating to business relations and executed transactions; correspondence with the clients and other persons with whom Companies keeps a business relation. The five year period is calculated following the carrying out of the transactions or the end of the business relationship.

10. Confidentiality and Personal Data Protection

The information about customers and their transactions obtained in the course of fulfilling AML/CTF internal control is considered as confidential. The employees of the Companies should avoid disclosure to other persons the AML/CTF ways and means implemented by the Company. "Tipping off" is strictly prohibited.