

TERMS AND CONDITIONS

FXBreeze.com

FXb **FXbreeze**
IT BEGINS WITH A BREEZE

Terms and Conditions

1. CLIENT'S RESPONSIBILITY

The Client acknowledges that these Terms and Conditions together with the Agreement and its Appendices constitute the entire agreement between the Company and the Client. It is the Client's responsibility to verify that all Transactions and Services received by him are not contradictory to any applicable law and to undertake any other legal duty emanating from the use of the Trading site. Client holds sole liability for all Transactions in his Account, including all cards Transactions or other means of deposit and withdrawal Transactions (as stated below). The Client is responsible for securing his Username and Password for his account. The Client holds sole responsibility for any damage caused due to any act or omission of the Client causing inappropriate or irregular use of his account.

It is clearly stated and agreed by the Client that the Client bears sole responsibility for any decision made and/or to be made by the Client relying on the content of the Trading site and no claim and/or suit of any kind will arise to that effect against the Company and/ or its directors and/or employees and/or functionaries and/or agents (the Company and/ or its Agents). The Company and/or its Agents will hold no responsibility for loss of profits due to and/or related to the Trading site, Transactions carried out by the Client, Services and the Terms of Use or any other damages, including special damages and/or indirect damages or circumstantial damages caused, except in the event of malicious acts made by the Company.

Without limitation of the aforesaid and only in the event of definitive judgment by court or other authorized legal institution resolving that the Company and/or its Agents hold liability towards the Client or third party, the Company's liability, in any

event, will be limited to the amount of money deposited and/or transferred by the Client to the Account in respect of the Transaction which caused the liability of the Company and/or its Agents (if such was caused). No account will be approved without the completion of the said compliance procedures.

2. RISK DISCLOSURE

The Client acknowledges that he has read, understood and accepted the Company's "Risk Disclosure" information found on the Company's website.

3. FINANCIAL INFORMATION

The Company should not be held responsible for any losses that the Client may incur (or to third party) due to reliance on inaccurate or erroneous financial information on the trading site.

The Client should verify the accuracy and reliability of the information on the trading site and its appropriateness in comparison with other dependable information sources.

The Company will not be held responsible for any allegedly caused claim, cost, loss or damage of any kind as a result of information offered on the trading site or due to information sources used by the trading site.

The client approves and accepts that any oral information given to him in respect of his Account might be partial and unverified. Client's accepts sole risk and responsibility for any reliance on the aforementioned information. The Company does not give any warranty that pricing or other information supplied by it through its trading software or any other form is correct or that it reflects current market conditions.

4. TRADING RESCISSION

Trading on the trading site or partly on one or more instruments may be cancelled with no advanced notice. The Client will have no claim or right of indemnification for damages allegedly caused by trading cancellation, whether for concluded transactions or for transactions the Client may indicate that he allegedly intended to be carried out.

5. LIMITED LIABILITY

The Company does not guarantee uninterrupted service, safe and errors-free, and immunity from unauthorized access to the trading sites' servers nor disruptions caused from damages, malfunctions or failures in hardware, software, communications and systems in the Client's computers and in the Company's suppliers.

Supplying Services by the Company depends, inter alia, on third parties and the Company bears no responsibility for any actions or omissions of third parties and bears no responsibility for any damage and/or loss and/or expense caused to Client and/or third party as a result of and/or in relation to any aforesaid action or omission.

The Company will bear no responsibility for any damage of any kind allegedly caused to Client, which involves force majeure or any such event that the Company has no control of and which has influenced the accessibility of its trading site.

Under no circumstances will the Company or its Agents hold responsibility for direct or indirect damage of any kind, even if the Company or its Agents had been notified of the possibility of aforesaid damages.

6. COMPANY'S PRIVILEGES IN CLIENT'S ACCOUNTS

Client agrees that the Company may, at any time and with no prior notice to Client terminate, cancel and/or close all or part of the Client's Transactions, pledge, transfer, or sell the balance and/or securities in the Client's account and to perform any action which the Company, at its sole discretion, sees fit to cure the breach if any of the following occur:

If he is in breach of any of his obligations according to the terms and conditions and/ or the Agreement;

If he becomes insolvent or bankrupt or in procedure of bankruptcy, reorganization, insolvency or any equivalent procedure;

The Client confirms and accepts that the Company might impose restrictions on the Account if required to by law, including without limitation, court order, tax authority, regulatory authorities and any other official authority requirement. Client agrees that the Company might be required to return or block money existing in Client's Account to fulfill requirements of the aforesaid authorities. Should the aforementioned occur, the Client will have no right, claim or demand from the Company in respect of losses caused to his account as a result of any such action and undertakes to indemnify the Company for any damage caused by the Company's aforesaid action.

The Company cannot accept request to modify or cancel Transaction received from the Client.

The Company is responsible for approving the execution of a specific transaction and the Client will only assume that a specific Transaction was executed upon receipt of an official company report. Further, the Client is solely responsible to verify the status of the pending transactions prior to carrying out other transactions.

It is the Client's responsibility to review transaction confirmations and reports through his trading account or delivered by email or in any other form, instantly following their

receipt. Unless the Client objects within three (3) business days, the Company shall consider the reports accurate. The Company has the right to determine the validity of any such objection should it occur.

7. DEPOSITS AND WITHDRAWALS.

Anti-money laundering laws and regulations, require the Client when performing a bank transfer deposit to use a single bank account registered on Client's name and located in his country of residence. The Client has to deliver an official confirmation of transfer (i.e. remittance slip) and validate that the deposit order is carried out according to the Company's requirements. Absence of such confirmation or incompatibility between account and Client's details might cause a transfer to a wrong account, or cause the rejection/loss of the request, cause the Company to recall the deposit amount to the transferring bank, and eventually could result in the cancelation of the deposit order. Any withdrawal carried out by bank transfer, will be only be transferred to the bank account that the deposit money had originated.

b. FXBreeze clients can withdraw their funds and benefits whenever they need to. To request a partial or complete withdrawal of funds from your account, click on "Withdrawal request" in your account. Please consider that we take up to 24 hours to process your withdrawal request. Corresponding withdrawals will take up to 2-5 business days to reach your credit card or bank account. Minimum withdrawal amount with a credit card is 200 USD/EUR , and as for the bank wire transfers the minimum is 500 USD/EUR (depending from the account currency). Feel free to contact our Customer support specialist if you have any questions. According to generally acceptable AML rules and regulations, withdrawals must be performed only through the same bank account or credit/debit card that you used to deposit the funds.

Furthermore, when it comes to withdrawals, Client may be required to present additional information and documents.

The Company will pay the Client by way of bank wire or transfer to his credit card account that was used when the deposit was made, following the Client's withdrawal order. The Company will endeavor to pay the Client in accordance with Client's chosen mean. Without prejudice to the aforesaid, the Company reserves the right to pay the Client by different means in accordance with Client's type of credit card and/or Company's internal regulations. Credit card withdrawal shall be performed at times and according to the Credit card Company's procedures.

As the withdrawal request is pending (no confirmation has been given to the Client by the Company), the Client may ask to stop the withdrawal process, according to the instructions, leaving the balance of his account intact. Once effected, the withdrawal process will immediately make the client's money available in his trading account. Client accepts and confirms that upon completion of the withdrawal request, he will no longer be allowed to request withdrawal cancelation.

Subject to paragraph 7.4, if the Client had requested to carry out multiple withdrawals and subsequently requested to carry out multiple stop withdrawals, he may first cancel the former withdrawal request and once stopped the Client may continue on with the remaining requests.

Client requests to withdrawal funds from his account, which remain incomplete five days after the request, will cause the Company to refund the withdrawal amount back to the Client's account.

When you open an account with The Company the payment will be debited from your credit card immediately. If you are not satisfied with The Company trading platform for any reason, you have the right to apply for a refund of your remaining balance. Please note that if you have received a trading credit, you will have to follow the trading credit T&C. If you decide to apply to refund your purchase, all logins and memberships will be deactivated. Whether your application will be approved or declined shall be at the sole discretion of the Company. Please allow up to 48 hours for our customer support team to approach your request. Our support team will contact you to confirm your request or to ask for additional information if needed. All refunds will be issued in the form of payment in which they were made.

According to our AML Policy (Anti-Money Laundering) every client is obliged to turnover his investment in Margin, at least once before being eligible for a withdrawal. Example if client has 1,000 balance and operated on leverage 1:100, he would have to make a turnover of $1,000 * 100 = 100,000$ or 1 lot before being able to withdraw. if leverage is 1:500 then turnover would be $1,000 * 500 = 500,000$ or 5 lots. Once turnover is met, the client is entitled to request a withdrawal of full amount deposited with profits, minus any trading credit received from the company, minus any trading credit received from the company.

8. COPYRIGHT

Copyrights and Intellectual Property (IP) on the Trading site and Services are the Company's property or of third parties which have authorized the Company to use such IP on the Trading site and Services. It is forbidden to copy, distribute, duplicate, present in public, or deliver the copyrighted material, in whole or in part, to third parties. It is forbidden to alter, advertise, broadcast, transfer, sell, distribute or make

any commercial use of the copyrighted material, in whole or in part, except with duly signed prior permission from the Company. Unless explicitly stated otherwise, any material and/or message, including without limitation, idea, knowledge, technique, marketing plan, information, questions, answers, suggestions, emails and comments (“Information”) delivered to the Company shall not be considered Client’s confidential or proprietary right of. Consent to the Terms of Use will be considered as authorization to the Company to use the entire Clients’ Information (excluding Clients’ Information designated for personal identification), at the absolute and sole discretion of the Company without requirement of any additional permission from the Client and/or the payment of any compensation due to such use.

Client undertakes that any notice, message or any other material supplied by the Client shall be appropriate and shall not harm other persons including their proprietary rights. Client shall refrain from uploading or sending any illegal and/or harmful and/or disturbing to other Clients material, and are strictly forbidden from taking any action which might damage the Company.

9. CONTENT AND THIRD PARTIES’ WEBSITES

The Trading site might include general information, news, comments, quotes and other information related to financial markets. Some information is supplied to the trading site by unaffiliated companies (“Unaffiliated Content”).

b. The Company does not prepare, edit or promote the Unaffiliated Content. The Company does not assure accuracy or completeness of the Unaffiliated Content and holds no responsibility for such content.

10. INDEMNIFICATION

The Client will indemnify the Company and its agents, employees, directors, successors and their assignees (“Indemnified Persons”) against any and all liabilities, losses, damages, costs, and expenses (including reasonable attorney’s fees) incurred by the Indemnified Persons and arising out of Client’s failure to fully and timely comply with its obligations set forth in this Agreement and/or out of the Company’s need to enforce such liabilities.

11. ENTIRE AGREEMENT & AMENDMENTS

This Agreement, including all Annexes, constitutes the entire Agreement among the parties hereto and supersedes any and all prior agreements or understandings among the parties, if any, with respect to the subject matter of this Agreement.

The Company may amend Terms of Use from time to time. Client is responsible for checking whether the Terms of Use were amended. Any amendment shall come into force as of the day it was published on the trading site.

12. ASSIGNMENT

Subject to any applicable law, the Company is entitled to assign its rights and/or liabilities according to the Terms of Use by a notice to the Client. The Client has no right to assign his rights and/or his liabilities without the prior written consent of the Company.

13. TERM AND TERMINATION

Term of the Agreement shall be unlimited, however the Company will be allowed to terminate this Agreement at any time by notice to the Client (“Termination”).
As of Termination, Client shall not be able to carry out new transactions.

14. SEPARATION

If any provision in the Terms of Use or its implementation towards any person or in any circumstance shall be invalid, illegal or unenforceable, the remainder of the Terms of Use and its implementation shall not be affected and will be enforceable in any manner allowed by law.

15. ADJUSTMENTS TO THE PRICE OF AN OPTION RELATING TO SHARES.

If during the term between the purchasing and the expiration of an option, relating to stock as the base asset, the stock has been split or reverse split, then the option price will be adjusted according to the adjustments made to the stock price in the relevant market where it is traded due to the aforesaid split or reverse split.

16. COMMUNICATIONS AND DELIVERY OF NOTICES; ADVERTISING MATERIAL

Reports and any Notice hereunder may be sent to Client at the address indicated by the Client, or such other address notified by Client in writing to the Company from time to time. All communications sent to Client shall be deemed delivered, at the time of delivery if sent by email, fax, by hand delivery or notified through the Internet

Trading Platform or within 2 (two) business days if posted by courier. Communications by Client shall be deemed delivered only when actually received by the Company. Client's details provided or will be provided by the Client during his activity on the trading site may be used by the Company for sending Company's advertising content and promotional material to the Client, unless the Client selects to uncheck the relevant consent box that would allow the Company to do so. Such removal can be done when (i) opening an account or when receiving such advertising content or by logging in and going to Personal Cabinet/Email. The Client may also send to the Company, at any time, an email to support@fxbreeze.com asking the Company to cease sending such email content. The aforesaid mark removal and /or email receipt will oblige the Company to cease sending advertisement content to the Client within five business days.

17. DISPUTE AND COMPLAINTS

The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Agreement. If the parties fail to agree upon terms of settlement, either side may submit the dispute to confidential arbitration proceedings by a sole arbitrator under the ICC ADR Rules, whose decision shall be final and binding. The arbitration proceedings shall be conducted in English, in London, UK or another place agreed by Parties. Without derogating of the provisions above, this clause explicitly sets exclusive jurisdiction to said arbitration process, and neither Party shall be entitled to submit any dispute to the courts of its domicile which contradicts said arbitration process.

When registering, you will have to provide us with some specific identification information. You are responsible for the security of your account's login and password

with FxBreeze. You are solely responsible for any damage caused by reason of any act or omission resulting in improper or illegal use of your account. You agree to provide accurate and complete information about yourself during the registration process and you also agree not to impersonate another person or entity, and not to hide your identity from FxBreeze for any reason whatsoever. If you register as a commercial entity, you declare that you have the required authority to bind that entity to this Agreement. FxBreeze carefully treats the information you provide to us according to the disclosure of information provided during the registration process and privacy policy. Also, note that FxBreeze maintains effective and transparent procedures for reasonable prompt complaint handling for existing and potential retail clients, and we keep records of complaints and measures taken for complaint resolution. The purpose of this procedure is to ensure fair and consistent dealing with client complaints whilst striving to provide the highest level of customer service.

18. TRADING CREDIT

The Trading Credit will provide additional funds that can be traded on the account. Each separate Trading Credit promotion is subject to certain Terms and Conditions as shall be determined by Company, at its sole discretion. The Client is never under any obligation to accept the Trading Credit.

It's not advised that the Client accepts a Trading Credit unless previously read and understood that all Trading Credits are subject to the following conditions:

The Trading Credit can be released to the Client's account balance only in full remaining amount and only after the whole Trading volume requirement has been met. Trading volume requirement of 1 lot per each 25\$ of given Trading Credit (please refer to the Terms and Conditions of each specific promotion).

Once credited to a Client's trading account, the Trading Credit remains linked to this same account and cannot be withdrawn either partially or in full unless the minimum trading volume requirement is met in its entirety.

A Trading Credit is not transferable. This means that a Trading Credit provided on one account cannot be transferred to another.

Should a Company suspects or has any reason to believe that Client has attempted fraudulent activity in order to claim a Trading Credit, or any other promotion, Company reserves the right

1. to cancel the Trading credit or promotion that has been provided
2. to terminate Client's access to services provided by Company and/or terminate the contract between the Company and the Client for the provision of services, and if deemed necessary by the Company, to initiate any legal proceedings to collect any payments owed by Client, and at its sole discretion.

19.INTERPRETATION

All terms used in the Terms and Conditions as well as the Agreement in its entirety, which are not defined herein shall have the meaning assigned to them in the Glossary. Any other terms not defined herein shall have the meaning assigned to them customarily on the trading site. For avoidance of doubt and unless noted otherwise, words in singular shown in the Terms and Conditions will refer to plural and vice versa; words in masculine gender will refer to feminine gender and vice versa; words referring to a person will refer to corporation and vice versa. The headlines in the Terms and Conditions will not be used as interpretation of the terms but rather be used for convenience.

20.DORMANT AMOUNT

All activated trading accounts held within the Company with a consistent inactivity for 60 days, (2 months) will begin to be classified as a dormant account. In the case where an account is classified as a dormant account, the company holds the right to charge the account the amount of \$50USD/EUR maintenance fees per month from 61days (third Month) onwards. You further agree that any Inactive Accounts, having zero balance/equity, shall be considered as Dormant Accounts. For the reactivation of an Inactive and/or Dormant Account you must contact the Company. The Inactive and/or Dormant Account will then be reactivated subject to, if required, up-to-date client identification documentation to be provided to the Company. The company holds no obligation to contact the client at any point regarding their account being dormant. It is expected that the client has read these conditions prior to the business relationship with the company.