



## Terms and Conditions

### 1. Introduction and Your Acceptance of the User Agreement

1.1 MEXEM LTD is incorporated and registered under the laws of the Republic of Cyprus, having its registered address at 1st Arch. Kyprianou St. Limassol, Cyprus (“we”, “us” or the “Company”). The Company is a Cypriot Investment Firm (“CIF”), with registration number HE 351726. The Company is authorized and regulated in Cyprus by the Cyprus Securities and Exchange Commission (“CySEC”) and is subject to CySEC rules, with CIF license number 325/17. PLEASE READ THE TERMS OF SERVICE SET OUT HERE (“TERMS OF SERVICE”) CAREFULLY BEFORE USING THE SERVICES PROVIDED BY US.

1.2 The Company is licensed and authorized by the CySEC to provide the Services (as defined below).

1.3 In these Terms of Service, “you” or “your” means you, the person who uses the Services (as defined below).

1.4 In addition to the Terms of Service, your use of the Services is strictly subject to all additional policies including but not limited to Conflicts of Interest Policy, Client Categorization Policy, Investor Compensation Fund (which only applies to Retail Clients), Risk Disclosure Statement, Complaints Handling Policy and any other provisions and policies that the Company may publish on the Website from time to time in each case as updated from time to time (collectively the “Additional Rules”). The Terms of Service together with the Additional Rules and the Privacy Policy (together with the “User Agreement”), are deemed to be an integral part hereof and constitute a binding legal document between you and the Company.

1.5 By clicking 'ACCEPT' or 'I AGREE' or 'CONTINUE' as the case may be or by registering with the Company or by using or accessing the Services, you confirm that you have read and understood the User Agreement and agree to be bound by the terms of the User Agreement and that you expressly authorize us to provide you with the Services. As such, the User Agreement constitutes an agreement between you and us and the User Agreement shall govern your use of the Services at all times. If you do not agree to any of the provisions of the User Agreement you should immediately stop using the Services and terminate your account with us.



1.6 If you are located in the European Union as this agreement is a “distance contract”, it is also governed by the Distance Marketing of Consumer Financial Services Law N24(I)/2004, implementing the EU Directive 2002/65/EC, whereby the signing of the User Agreement is not required and the User Agreement contains the same rights, obligations and liabilities as a duly signed contract.

1.7 We reserve the right to suspend, modify, remove or add to the Services at any time and without notice to you.

## **2. Definitions**

Capitalized terms shall have the following meaning unless otherwise stated in the Terms of Service:

“Authorized Person” shall mean a person or legal entity authorized by you in accordance with these Terms of Service to make use of the Services and provide instructions to the Company on your behalf

“Business Day(s)” shall mean any time from Monday 07:00 am GMT through tot Friday 21:00 GMT excluding public holidays in Cyprus

“Client Account shall mean any and all accounts opened by you with IB on the Platform through this Website; \

“Investment Broker” or “IB” shall mean Interactive Brokers LLC a company incorporated and registered under the laws of the State of Connecticut with offices located at One Pickwick Plaza, Greenwich, Connecticut, 06830 USA.

“IB Account Opening Services” shall mean the assistance that we provide you in setting up a Client Account with the Platform which includes but is not limited to collecting documentation.

“IB Assistance Services” shall mean the customer support services and technical services provided by the Company to you with respect to your use of the Platform which includes but



is not limited to the Client Account including without limitation the installation of the Platform on your device, assistance with your use of the Platform, contacting you with regards to trading on the Platform, informing you of any margin issues, assisting you with maintaining your open positions and gathering ancillary and updated documentation from you.

“Orders” shall mean the transmission and execution of your orders by us to the IB with regards to financial instruments on your Client Account.

“Parties” shall mean the Company and you.

“Platform” shall mean the IB’s online trading platform located at [www.interactivebrokers.com](http://www.interactivebrokers.com) where you can trade in financial instruments and where your Client Account is located.

“Services” shall mean the provision by us of Orders, the IB Account Opening Services, the IB Assistance Services and any other services we may determine from time to time.

“Support Address” means the email address [info@mexem.com](mailto:info@mexem.com)

“Website” shall mean [www.mexem.com](http://www.mexem.com).

### **3. Amendments to the User Agreement**

3.1. We may amend, modify, update and change any of the terms and conditions of the User Agreement from time to time including without limitation as a result of legal and regulatory changes, security reasons and changes to the Services

3.2. We will notify you of any such amendment, update, modification or change by publishing a new version of the User Agreement on this Website, and your continued use of the Services will be deemed to constitute your acceptance of such new version of the User Agreement.

3.3. We advise that you check for updates to the User Agreement on a regular basis



#### **4. Your Compliance with Laws**

4.1 Trading in financial instruments may not be legal in some jurisdictions. You understand and agree that the Company is unable to provide you with any legal advice or assurance in respect of trading in financial instruments, your use of the Services or the Platform and we make no representations whatsoever as to the legality of trading in financial Instruments, the Services or the Platform.

4.2 The Services are intended for users who are not prohibited by the laws of any applicable jurisdiction from trading in financial instruments. The Company does not intend to enable you to contravene applicable law, regulation or directives. You represent, warrant and agree to ensure that your use of the Services or the Platform will comply with all applicable laws, statutes or regulations. The Company shall not be responsible for any illegal or unauthorized use of the Services or the Platform by you.

#### **5. Who May Use The Services**

5.1. You may only use the Services if you are able to form a legally binding contract under applicable law.

5.2. Without derogating from Section 5.1, no-one under the age of 18 or the age of legal consent for using the Services or the Platform under the laws of any jurisdiction, whichever is higher ("Legally of Age"), may use the Services under any circumstances and any person not Legally of Age who uses the Services will be in breach of the terms of the User Agreement. The Company reserves the right to request proof of age and identity at any stage, to verify that persons not Legally of Age are not using the Services. The Company may terminate the User Agreement and your account with us as well as exclude you from using the Services if proof of age or identity is not provided by you or if the Company suspects that you are not Legally of Age.

5.3. You may not use the Services if you are an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company, other entities in the Company's group or the IB.



## 6. Registration Process

6.1. In order to open an account with us, you shall be required to successfully conclude the registration process as determined by the Company, at its sole discretion.

6.2. The Company is obliged to follow certain requirements as set out by the European Union as well as additional laws and regulations, including but not limited to, those issues by CySEC.

6.3. During the registration process and prior to opening an account with the Company, as well as prior to the commencement of the provision of Services to you, you will be required to provide the Company with identification details and documents (which shall typically include, but not limited to, an identity card or passport, proof of address such as a recent utility bill), as well as details regarding the origin of your funds, how your funds have been obtained or accumulated and your financial status, as well as your experience and education. All such documents should be sent to the Support Address. We may restrict your account with us if any of the aforesaid information is not provided by you. In addition, we may also request at any time that you provide us with additional or updated documentation. If deemed necessary, we may request that the said document copies are notarized, meaning that the documents are stamped and attested by a Public Notary. In the event our requests for documents are not completed by you, the Company may at its sole discretion either suspend your account with us until you provide us with the requested documents, or terminate the User Agreement and your account with us. Should the documents fail our internal security checks – for example, if we suspect that they have been tampered with, or are in any way provided to mislead or misrepresent – we shall be under no obligation to accept such documents as valid, and under no obligation to provide feedback on the exact nature of our findings with regards to these documents.

6.4. If you open a joint account with us and with the Platform (collectively and individually the “Joint Owner/(s)”), each Joint Owner shall be required to separately complete the registration process with us and agree to the User Agreement. [

6.5. We will notify you by email (to the email address which you have supplied us with), whether we agree to your opening an account with us and whether an account has been opened with the Platform.



6.6. You hereby agree that the information collected and obtained from you may be used by the Company, its agents, subcontractors, service providers, other entities in the Company's group, the IB or by regulatory bodies to defend their legal rights and to conduct identity, fraud, anti-money laundering, credit as well as other checks and you hereby authorize the above entities to conduct the above checks.

6.7. You may appoint an Authorized Person to make use of the Services, subject to you providing us at the Support Address with a Power of Attorney signed by you authorizing the person or legal entity to make use of the Services on your behalf. Any such approval shall be at the Company's sole discretion. In order to approve the Authorized Person, the Company may require you to provide to provide identification details, documents and information with regards to the Authorized Person. The Company shall be no under obligation to accept such documents nor shall it be required to investigate the authenticity and validity of the Power of Attorney and the documents and information provided by you with respect to the Authorized Person.

6.8. If you appoint an Authorized Person, you hereby confirm that we and our service providers and subcontractors are entitled to provide the Services and receive instructions from the Authorized Person.

6.9. By appointing an Authorized Person, you waive any claim or demand that you may have against the Company, any entities in the Company's group as well as their respective directors, employees, shareholders, service providers, subcontractors, agents and the IB with respect to any damage or loss you may suffer due to any action or omission of the Authorized Person. In addition, you hereby acknowledge and agree that you shall remain solely liable for any act and omission by the Authorized Representative.

6.10. The Company may refuse to act upon any instruction from an Authorized Person and the Company shall not be liable to you or to the Authorized Person in any manner whatsoever: (i) where any representation or warranty made by you is or becomes untrue; (ii) we are informed that you are deceased or that you have been declared absent or become of unsound mind; (iii) in the event where the Company suspects that the disposal pursuant to the instructions submitted is made in violation of any law or regulation, usual market practice and including but not limited to legislation on money laundering; (iv) if the Company suspects that you or the Authorized Person are trading or otherwise using the Services or the Platform in a fraudulent, manipulative or dishonest manner; (vi) if ordered or required by a competent



regulatory authority or body or court; (v) you are in breach of the User Agreement; or (v) for any other reason the Company determines at its sole discretion.

6.11. If you wish to terminate the mandate of an Authorized Person, written notification for the termination of the Authorized Person signed by you must be received by the Company at least 15 Business Days' prior to the termination date at the Support Address. Unless the Company receives written notification from you for the termination of the said Authorized Person's appointment, the Company will continue providing Services to the Authorized Person. You hereby acknowledge and agree that you shall remain responsible for any activity on your account with us or with the Platform prior to such termination date.

6.12. You acknowledge and agree that the Company is under no obligation to accept your application for an account with us or with the Platform or accept your appointment of an Authorized Representative and that during or following the registration process, the Company may, at its sole discretion, reject such application.

## **7. Your Account With Us And The Services**

7.1. The Services will only be provided during Business Days by telephone and email and any other method which we may determine from time to time. When registering with the Company, you will be asked to provide two security questions and two answers to such questions ("Security Questions and Answers"). In the event that you appoint an Authorized Person, such person will be required to use the Security Questions and Answers provided by you in order to use the Services.

7.2. You hereby acknowledge and agree that you shall be solely responsible and personally liable for any and all activity on your account with us or on the Platform. We take no responsibility for any third party access to your account with us or the Platform and under no circumstances shall the Company be liable for any losses incurred by you as a result of misuse of your Security Answers and Questions by any person, or for any unauthorized access to your account with us or the Platform, whether or not authorized by you.

7.3. You are responsible for ensuring that your Security Questions and Answers remain confidential and for taking such other precautions as may be necessary to ensure they cannot be used by any person other than you or your Authorized Person (if applicable).



7.4. You must notify us immediately if you become aware that your Security Questions and Answers have in any way become compromised or if any third party other than the Authorized Person (if applicable) may be able to access your account with us.

7.5. You agree we do not have to establish the authority of anyone providing the correct answers to your security questions.

7.6. If we believe that there is likely to be a breach of security we may require you to change your Security Questions and Answers and password or suspend your access to your account with us. We reserve the right to edit, amend or issue you with new Security Questions and Answers or require a change of your Security Questions and Answers at any time by giving notice to you.

7.7. If we suspect that your Security Answers and Questions may have been received by unauthorized third parties, we may, at our discretion without having an obligation to you, restrict or terminate your account with us and the User Agreement.

7.8. You shall indemnify, defend, and hold us harmless from any claim, proceeding, loss or damages based upon any use, misuse, or unauthorized use of your account with us or the Platform.

7.9. Any Order shall be considered as accepted when confirmation appears in your Client Account.

7.10. The Company, will not accept any instructions with regards to Orders transmitted outside Business Hours or which is not provided by you by telephone or email. You acknowledge and accept that instructions provided by you and any Order given to the IB cannot be amended or revoked once executed.

7.11. The Company does not price the financial instruments traded on the Platform and that the prices of financial instruments may change following any instructions provided by you to us. You acknowledge that the price of the underlying asset applicable to the financial instrument in the Order may change during the confirmation process of the price as a result of the high volatility of the markets, latency, or a number of other technological or financial variables.





7.12. An Order will be considered as executed only when confirmation has appeared in your Client Account. We recommend that you keep records of all transactions made on your Client Account. It is your responsibility to verify the Order has been executed on your Client Account.

7.13. It is your responsibility to verify the status of any pending transactions prior to carrying out further transactions. You will bear full responsibility for any duplicate transactions placed as a result of your impression that a previous transaction was not executed, when in fact it was still pending.

7.14. The Company is under no obligation to monitor or advise you on trading. Therefore, the Company may transmit an Order even if such transaction is not suitable for you.

7.15. You understand and agree that the Company acts as the intermediary for the IB.

7.16. You understand that the IB shall at all times be responsible for the Client Account.

7.17. You acknowledge that it may not be possible to cancel or modify an Order and you waive all claims in relation to such.

7.18. You are solely responsible for any act or omission or any damage or loss that you may bear, due to any act or omission by you or any irregular or inappropriate use of your account with us.

7.19. We may restrict or cease (and in such case the User Agreement shall also terminate) the Services provided to you: (i) in the event that there are restrictions placed on your use of the Platform which includes but is not limited to the Client Account; or (ii) we have reasonable suspicion that your account with us or your use of the Platform is in any way being used for any fraudulent, abusive, unlawful or illegal activity.

7.20. Subject to applicable law and regulation, we may subcontract the Services provided to any third party.



7.21. Please see here for the commissions and fees applicable to your use of the Platform. You hereby acknowledge and agree that the IB may automatically subtract such amounts from your Client Account.

## **8. Your Promises to Us**

8.1. You confirm to us:

8.1.1. You are Legal of Age, are of sound mind and you are capable of taking responsibility for your own actions.

8.1.2. You are the individual who has completed the registration process with us.

8.1.3. If you are entering the User Agreement on behalf of a legal entity you confirm that: (i) you are duly authorized to do so under the governing documents of such legal entity; (ii) there is nothing under applicable law or regulation in the jurisdictions in which such entity is organized or regulated, which prevents it from entering into this User Agreement and trade (including on margin, if applicable); (iii) you have the authority to bind such legal entity to the User Agreement; (iv) that the persons who use the Services have the proper authority and have sufficient knowledge and experience to understand the nature of the risks of the products to be traded; and (v) you shall indemnify and hold harmless the Company in such respect. [

8.1.4. All details provided by you or by the Authorized Person (if applicable) to the Company either during the registration process or at any time thereafter, are true, current, correct and complete and match the name(s) on the credit/debit card(s) or on other payment accounts to be used to deposit or receive funds with the IB. Without derogating from the aforementioned, should you use a credit/debit card or any other form of payment, which is not in your private and personal name, we will presume that you have received complete and sufficient consent from the rightful owner or the person whose name is used on such payment instrument. We shall not be obligated in any manner to examine such consent and shall bear no responsibility with respect to your representations hereunder. You will promptly notify us of any changes to details previously provided by you or the Authorized Person to the Company.



From time to time, you or your Authorized Person may be requested to provide us with certain documents to verify the details of the credit card used by you to deposit money to the Client Account. Depending on the outcome of these verification checks, you may or may not be permitted to deposit further monies with the IB. Should any of the information that you provide to us is untrue, inaccurate, misleading or otherwise incomplete, you will be in breach of the User Agreement and we reserve the right to terminate your account immediately or prevent you from using the Services, in addition to any other action that we may choose to take.

8.1.5. You have read the Risk Disclosure Statement and are fully aware that there is a risk of losing money when using the Services or the Platform you are fully responsible for any such loss. You agree that your use of the Services is at your sole option, discretion and risk. In relation to your losses, you will have no claims whatsoever against the Company or any entity within its group of companies and their respective subcontractors, service providers, agents, licensors, directors, officers or employees as well as the IB.

8.1.6. You will not permit any person who is not Legally of Age to use the Services.

8.1.7. You shall use the Services and ensure that any Authorized Person (if applicable) uses the Services in complete accordance with the terms and conditions of the User Agreement, as amended from time to time.

8.1.8. You shall use the Services and ensure that any Authorized Person (if applicable) uses the Services in complete accordance with any and all applicable laws, regulations and directives.

8.1.9. You and the Authorized Person (if applicable) are not a Politically Exposed Person and do not have any relationship (for example relative or business associate) with a person who holds or held in the last twelve months a prominent public position. If the above statement is untrue and in the event that you have not disclosed this during the registration process, you will inform the Company as soon as possible will notify the Company, if at any stage during the course of this Agreement you become a Politically Exposed Person.

8.1.10. The Company nor its employees nor anyone acting on the Company's its behalf shall be liable in any way whatsoever to the outcomes or consequences of Orders.



8.1.11. You shall remain fully liable for all Orders and positions traded on your Client Account and shall indemnify, defend and hold harmless on demand the Company and any other entity in the Company's group as well as their respective service providers, employees, officers, directors, affiliates, agents, sub contractors and licensors with respect to all losses, charges and costs of any kind which they may suffer as a result of your failure to settle such Orders and positions on your Client Account.

8.1.12. You are solely responsible for recording, paying and accounting to any relevant governmental, taxation or other authority for any tax or other levy that may be payable with regards to any transactions made on your behalf by us with the IB.

8.1.13. You shall use and you shall ensure that the Authorized Person (if applicable) uses the Services in good faith towards both the Company and the IB. In the event that the Company has reasonable suspicion that you or the Authorized Person has been using the Services in bad faith the Company shall have the right to terminate your account with us your access to the Services and any other accounts you may hold with the Company. You hereby expressly waive any future claims against the Company in such regard.

8.1.14. You agree not to use the Services or the Platform in order to carry out market abuse or in any other abusive action.

8.1.15. That you understand that the Company does not hold any of your money. Any funds in relation to the Client Account shall be deposited and held directly by the IB.

8.1.16. That the Company is not the owner or the operator of the Platform.

8.1.17. That you understand that the Platform is not a recognized exchange.

8.1.18. That the IB may not bind the Company and that the Company may not bind the IB.

8.1.19. You will provide the Company with all necessary assistance and information that we require to enable the Company to perform the Services and to fulfil its obligations to you.

8.1.20. You have sufficient experience and knowledge in financial matters to be evaluating the merits and risks of acquiring financial instruments.



8.1.21. You will not use the Services or the Website for any unlawful or fraudulent activity or prohibited transaction (including money laundering) under the laws of any jurisdiction that applies to you. If the Company has a suspicion that you or the Authorized Person (if applicable) may be engaging in or have engaged in fraudulent, abusive, unlawful or illegal activity, including, without limitation, money laundering activities, we terminate your access to the Services and the User Agreement or restrict your use of the Services. In addition to terminating or restricting your use of the Services, the Company reserves the right at its sole discretion to prevent you from accessing any other services offered by the Company. The Company shall be entitled to inform relevant authorities, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions (together "Interested Third Parties") of the Client's identity and of any suspected unlawful, fraudulent or improper activity and you will cooperate fully with the Company to investigate any such activity.

8.1.22. We may be bound to disclose certain information about you and your account with us to Cysec.

8.2. Each Joint Owner acknowledges and agrees that they each have the authority, without notice to the other, to (i) buy/sell securities, futures or other products (including on margin); (ii) receive account information and correspondence; (iii) receive and dispose of money, security and other assets; (iv) enter and terminate the User Agreement; and (iv) deal with us as if each Joint Owner is the sole owner.

8.3. Furthermore, each Joint Owner acknowledges and agrees that: (i) each of the Joint Owners shall be jointly and severally liable for the obligations assumed in this Agreement and use of the Platform; (ii) each Joint Owner shall be required to separately complete the registration process; (iii) each Joint Owner hereby appoints each and every other Joint Owner as his/her agent and confers upon each and every Joint Owner the broadest possible power with respect to the account with us and trading on the Platform; (iv) the Company is authorized to act on the instructions of any Joint Owner and the Company shall have no responsibility for further inquiry into such apparent authority, and shall bear no liability for the consequences of its acts or omissions made in reliance upon any such instructions; and (v) each Joint Owner agrees to indemnify, defend and hold the Company harmless from and against any and all claims that may arise as a result of the Company following the instructions provided to it by any Joint Owner.



8.4. In the event we receive conflicting instructions from Joint Owners, we shall accept the first set of instructions we receive, subject to all other terms and conditions of the User Agreement. Furthermore, you hereby agree that the Company and any other entity in the Company's group as well as their respective service providers, employees, officers, directors, affiliates, agents, subcontractors and licensors shall not be liable to either Joint Owner in the event of a dispute between Joint Owners. We reserve the right to immediately terminate this User Agreement and your account with us, should we believe that any dispute exists between Joint Owners.

8.5. In the event of the death of a Joint Owner, the surviving Joint Owner(s) shall immediately provide us with notice to the Support Address and the Company may take any such action whether before or after its receipt of such notice that it deems necessary to protect itself against any liability or loss, this includes but is not limited to initiating proceedings, requiring additional documentation or restricting your account with us. The estate of any deceased Joint Owner shall be liable and each surviving Joint Owner shall be liable joint and severally to us for any loss or debts with regards to such account.

## **9. Financial Information**

9.1. The Company may make available to your financial information that is internally generated or obtained from agents, vendors or partners (collectively "Third Party Providers"). This includes, but is not limited to, financial market data, quotes, news, analyst opinions and research reports, graphs or data ("Financial Information"). Financial Information provided by the Company is not intended as investment advice. The Company does not endorse or approve the Financial Information, and we make it available for your own convenience. In addition, the Company and its Third Party Providers do not guarantee the accuracy, timeliness, or proper sequencing completeness of the Financial Information, or warrant any results from your use or reliance on the Financial Information.

9.2. Financial Information may quickly become unreliable for various reasons including, for example, in market exchange requirements or economic circumstances. Neither the Company nor the Third Party Providers are obligated to update any information or opinions contained in any Financial Information, and we may discontinue offering Financial Information at any time without notice.



9.3. It is your duty to verify the reliability of the Financial Information and its suitability to your needs. We and the Third Party Providers exclude liability for any claim, loss or damage of any kind caused by the Financial Information.

## **10. Disclaimers**

10.1. The Company has entered into a contractual agreement with the IB whereby the Company may provide you with the Services. You will also be required to enter into a separate agreement with the IB with respect to the use of the Platform. You understand that your use of the Services and the Platform is at your own risk.

10.2. We shall not be liable to you if the IB does not agree to open a Client Account, terminate your Client Account or your use of the Platform, or restricts the same.

10.3. We shall not be liable to you in any manner whatsoever with respect to the Platform which includes but is not limited to the Client Account, which includes but is not limited to: (i) the IB not accepting your Order; (ii) the manner that the IB accepts your Order; (iii) any action taken by the IB with regard to the Platform; or (iv) for any act or omission made or not made by the IB with respect to your Platform. THE TERMS AND CONDITIONS GOVERNING YOUR RELATIONSHIP WITH THE IB AND YOUR USE OF THE PLATFORM ARE GOVERNED BY YOUR AGREEMENTS WITH THE IB. PLEASE ENSURE THAT YOU READ ALL SUCH AGREEMENTS CAREFULLY, THAT YOU UNDERSTAND SUCH AGREEMENTS AND AGREE TO THE TERMS AND CONDITIONS INCLUDED THEREIN.

10.4. We shall in no way be liable to you or to any third party with regards to: (i) the Platform, including but not limited, to any information provided on the Platform; (ii) for any information provided to you or to the Authorized Person (if applicable) by the IB; or (iii) any and all activity which you or the Authorized Person undertake on the Platform in any manner whatsoever. You and the Authorized Person (if applicable) alone will decide with regards to the placement of Orders and take relevant decisions based on your or his/her judgment.

10.5. The Company will not advise you or the Authorized Person (if applicable) about the merits of a particular Order, or give you or the Authorized Person (if applicable) any form of investment advice, or portfolio management services, and you acknowledge that the



Services do not include the provision of investment advice in financial instruments, or any underlying market, or underlying asset, or any portfolio management advice.

10.6. We are not under any duty to provide you or the Authorized Person (if applicable) with any legal, tax or other advice. You or the Authorized Person (if applicable) should seek independent advice before using the Service or making an Order.

10.7. THE SERVICES ARE PROVIDED "AS IS". THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED (WHETHER BY LAW, STATUTE OR OTHERWISE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, OR ACCURACY OF THE SERVICES OR PLATFORM OR NON INFRINGEMENT OF APPLICABLE LAWS AND REGULATIONS.

10.8. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE SERVICES OR PLATFORM WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT THE INFORMATION OBTAINED BY YOU THROUGH THE SERVICES OR PLATFORM SHALL BE FULL, ACCURATE RELIABLE OR ENABLE YOU TO CARRY OUT TRANSACTIONS IN FINANCIAL INSTRUMENTS BY USING THE SERVICES OR THE PLATFORM.

10.9. WE SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY MONEY THAT YOU LOSE ON THE PLATFORM.

10.10. WE SHALL NOT BE RESPONSIBLE FOR ANY ERRONEOUS ORDERS AND YOU WAIVE ALL SUCH CLAIMS IN RELATION TO THE SAME.

10.11. We shall not be liable to you for a failure to perform any of the Services or our obligations under the User Agreement if the failure results from any cause beyond our control ("Force Majeure"). Force Majeure shall include but not be limited to acts of God, acts of government, fire, flood or storm damage, earthquakes, labor disputes, war, riot, strikes or other industrial disputes, breakdown or interruption of power supply, failure of transmission or communication equipment or facilities, hacker attacks or failure the Company's servers.





## **11. Limitation Of Liability**

11.1. You agree that you are free to choose whether to use the Services and Platform and do so at your sole option, discretion and risk.

11.2. To the extent permitted by applicable law, the Company and any other entity in the Company's group as well as their respective service providers, employees, officers, directors, affiliates, agents, sub contractors and licensors shall not be liable to you or to any third party in contract, tort, negligence, or otherwise, for any loss or damage whatsoever arising from or in any way connected with: ) your, or any third party's, use of the Platform or the Services; ) , whether such loss of damages are direct or indirect, including, without limitation, damage for loss of business, loss of profits, business interruption, loss of business information, or any other pecuniary or consequential loss (even where we have been notified by you of the possibility of such loss or damage).

11.3. You confirm that the Company shall not be liable to you or any third party for any modification to, suspension of or discontinuance of the Services or the Platform.

11.4. Nothing in the User Agreement will operate so as to exclude any liability of the Company for death or personal injury that is caused by the Company's negligence.

11.5. You agree that, in the event that the Services or Platform fail to operate correctly as a result of, but not limited to, any delay or interruption in operation or transmission, any loss or corruption of data or communication or lines failure, or any error or omission in content or any other factors beyond our control, the Company will not be responsible for any resulting loss, including an increase in monies owed or paid to you, and you shall not be entitled to such monies falling within such increase. You shall immediately inform the Company of the error and shall repay any monies credited to your Client Account in error to the IB (as directed by the Company) or the IB, may at its discretion, deduct an amount equal to those monies paid to you in error.

11.6. Neither the Company nor any third party who acts on the Company's behalf, whether affiliated to the Company or not and their respective directors, officers, servants, agents and representatives will be liable for any delay in the use of Services or incapability of carrying out Orders.



## **12. Indemnity**

You agree to fully indemnify, defend and hold harmless immediately on demand the Company and any other entity in the Company's group as well as their respective well as their respective service providers, employees, officers, directors, affiliates, agents, sub contractors and licensors from and against all claims, demands liabilities, damages, losses, costs and expenses, including legal fees and any other charges whatsoever, howsoever caused, that may arise as a result of: (i) any breach of the User Agreement by you; (ii) violation by you of any law or regulation or the rights of any third party; or (iii) use of the Services by you or by an Authorized Person or (iv) use of the Platform which includes but is not limited to transactions taken on the Client Account.

## **13. Termination of Your Account With Us**

13.1. We may terminate the Agreement and your account with us immediately without notice and without incurring any liability to you:

- a. if for any reason we decide to discontinue to provide the Services in general or specifically to you;
- b. if we believe that you have breached any of the terms of the User Agreement;
- c. if your use of the Services has been in any way improper, illegal, unlawful or fraudulent;
- d. if your account with us is associated in any way with any existing account that has been terminated for breach of the User Agreement;
- e. the IB restricts your use of the Platform;
- f. our agreement with the IB terminates; or

13.2. your Client Account is terminated. [You may terminate the User Agreement and your account with us at any time by sending an email to us at the Support Address, such termination to take effect upon the Company terminating your account with us (including the



Security Questions and Answers), which shall occur within 5 Business Days after receipt by the Company of your email on our servers, provided that you shall remain responsible for any activity on your account with us and the Platform between sending us an email and the termination of your account with the Company.

13.3. On termination of the User Agreement, you shall discontinue the use of the Services.

13.4. The right to terminate the User Agreement given by this clause shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

13.5. Upon the termination of the User Agreement for any reason, except as otherwise provided in the User Agreement and subject to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under the User Agreement.

#### **14. Disputes In Relation to Your Account With Us**

14.1. No claims or disputes with regards to your account with us will be considered more than 5 Business Days after the date of the original transaction. You hereby undertake to raise such claims or disputes with the customer service department at [info@mexem.com](mailto:info@mexem.com) and to provide the Company with all the relevant information or evidence which the Company reasonably requires to review your claim or dispute.

14.2. The Company's support team will review your claim and provide you with its decision within 14 Business Days of you submitting your claim or dispute.

14.3. If you do not agree with the Company's decision, you should contact our Support Manager to appeal the Company's decision and provide the Company with all the relevant evidence in relation to your appeal promptly.

14.4. The Support Manager will re-review your claim or dispute and provide you with the Company's final and binding decision within 14 Business Days.



## **15. Disputes In Relation to The Platform**

15.1. Any disputes and issues concerning the Platform which includes but is not limited to the Client Account, shall be communicated by us to the IB. With regards to such disputes and issues, we may request that you provide to us all the relevant information or evidence which we or the IB require reasonably to review your issue or dispute.

15.2. You hereby agree that the Company and any other entity in the Company's group as well as their respective well as their respective service providers, employees, officers, directors, affiliates, agents and subcontractors shall have no liability to you with regards to the decision of the IB and you waive all such claims in this regard.

## **16. Telephone recording**

For service quality assurance and regulatory reasons, the Company and its subcontractors may record, telephone calls made from and to its offices. You hereby agree that telephone calls made either by you or the Company may be recorded.

## **17. Intellectual property**

17.1. The trademarks, service marks and trade names (collectively the "Trade Marks") used by the Company on the Website are the trademarks, service marks and trade names of the Company or any company within its group of companies or its licensors (as applicable) and these entities reserve all rights to such Trade Marks. In addition to the rights in the Trade Marks, the Company or any company within its group of companies or its licensors (as applicable) own the rights in all other content on the Website, including but not limited to the images, pictures, graphics, photographs, animations, videos, music, audio and text available on the Website (collectively the "Site Content") and the Site Content is protected by copyright or other intellectual property rights.

17.2. The Trade Marks and Site Content are and are protected by Copyright Laws and International Treaties and provisions.



17.3. You hereby acknowledge that by using the Services or the Website you obtain no rights in the Trade Marks or the Site Content and you may only use the same in complete accordance with the User Agreement.

17.4. You agree not to delete copyright notices or any other indications of protected intellectual property rights from materials that you print or download from the Website. You will not obtain any intellectual property rights in, or any right or license to use the site or materials such, as set out other than in the User Agreement.

17.5. You agree not to upload post, distribute or reproduce or take any action similar to the aforesaid with regards to the Site Content and Trade Marks.

#### **18. Inducements from third party**

The company may receiving payments from IB due the agreement of both parties which the company act as introducer broker for IB.

#### **19. Client Categorization**

The company will categorize clients as 'retail' by default unless the client chooses to change his categorization to professional or ECP.

#### **20. Our staff**

The Company will not tolerate any abusive behaviour exhibited by users of the Service to the Company's or its subcontractor's employees. In the event that the Company, in its sole discretion, deems that your behaviour, via telephone, email or otherwise, has been abusive or derogatory the Company shall have the right to block or terminate the User Agreement.



## **21. Miscellaneous**

21.1. If any part of the User Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the rest of the User Agreement and shall not affect the validity and enforceability of any of the remaining provisions of the User Agreement. In such cases, the part deemed invalid or unenforceable shall be construed in a manner consistent with applicable law to reflect, as closely as possible, the original intent of the parties.

21.2. No waiver by us of any terms of the User Agreement shall be construed as a waiver of any preceding or succeeding breach of any terms of the User Agreement.

21.3. Unless otherwise expressly stated, nothing in the User Agreement shall create or confer any rights or any other benefits to third parties.

21.4. The User Agreement contains the entire agreement between the Company and you relating to your use of the Services and supersedes any and all prior agreement between the Company and you in relation to the same. You confirm that, in agreeing to accept the User Agreement, you have not relied on any representation save insofar as the same has expressly been made a representation by the Company in the User Agreement.

21.5. Unless otherwise stated herein, you may not transfer, assign, sublicense or pledge in any manner whatsoever any of your rights or obligations under the User Agreement.

The Company reserves the right to transfer, assign, sublicense or pledge the User Agreement, in whole or in part, without your consent: (i) to any entity within the same corporate group as the Company, or (ii) in the event of a merger, sale of assets or other similar corporate transaction in which the Company may be involved in.

21.7. Nothing in the User Agreement shall be construed as creating any partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between you and us.

21.8. The User Agreement and the relationship between the parties shall be governed by, and interpreted in accordance with, the laws of the Republic of Cyprus and you irrevocably submit, for the benefit of the Company, to the exclusive jurisdiction of the courts of the Republic of Cyprus to settle any disputes (including claims for set off and counterclaims)



which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, the User Agreement or otherwise arising in connection with the User Agreement.

21.9. The User Agreement has been drafted in the English language. In the event of any discrepancy between the meanings of any translated versions of the User Agreement and the English language version, the meaning of the English language version shall prevail.