
FX Global Management

FUNDED ACCOUNT GENERAL TERMS AND CONDITIONS



Content

1. Introductory Provisions
2. Services and their order
3. Payment Terms
4. Client section
5. Rules of demo trading and live trading
6. FXGM Express and Standard Evaluation Programme
7. Funded/FXGM Trader
8. Use of the website, services and other content
9. Disclaimer
10. Violation of the GTC
11. Communication
12. Right to withdraw from a contract
13. Defective Performances
14. Changes to the GTC
15. Out-Of-Court Consumer Dispute Settlement
16. Choice of Law and Jurisdiction
17. Final Provisions
18. Definitions, expressions and abbreviations used

FUNDED ACCOUNT GENERAL TERMS AND CONDITIONS

These FXGM General Terms and Conditions (the “GTC”) govern your rights and obligations in connection with the use of services provided by FX Global Management Limited (the “Services”), offered mainly through the www.fxgm.co.uk website (the “Website”). Please read these GTC carefully. You are under no obligation to use the Services if you do not agree or understand any portion of these Terms, nor should you use the Services unless you understand and agree to these Terms.

1. INTRODUCTORY PROVISIONS

1.1. This GTC governs your (“you”, “your”, or the “Customer”) rights and obligations in connection with the use of the Services provided by FX Global Management Limited, with its registered office at 37th Floor, One Canada Square, Canary Wharf, London, E14 5AA, registration number 12839603, registered in England (“we”, “our”, the “Provider”).

1.2. By purchasing the evaluation and/or registering on the Website or, where registration is required, not later than by your first use of the Services, you are entering into a contract with the Provider, the subject of which is the provision of the Services of your choice. The GTC form an integral part of such a contract and, by executing the contract with the Provider, you express your agreement to these GTC.

1.3. The Services are only intended for persons over the age of 18 residing in the country for which the Services are available. By purchasing the evaluation programme and/or registering on the Website, you confirm that you are over 18 years of age. If you are under 18 years of age, you may not use the Services. You undertake to access the Services solely from one of the countries for which the Services are available. You acknowledge that your access to and use of the Services may be restricted or prohibited by law in some countries, and you undertake to only access and use the Services in accordance with applicable laws.

1.4. The Services consist of the provision of tools for simulated foreign exchange trading on the FOREX market or trading with other instruments on other financial markets, provision of analytical tools, training and educational materials, and other ancillary services, in particular through the Client Section or by the provision of access to applications provided by the Provider or third parties. Financial market information is used in the simulated trading; however, you acknowledge that any trading that you perform through the Services is not real. You also acknowledge that the funds provided to you for demo trading are fictitious and that you have no right to possess those fictitious funds beyond the scope of their use within the Services, and in particular that they may not be used for any actual trading and that you are not entitled to the payment of those funds. Unless expressly agreed otherwise, you will not be paid any remuneration or profits based on the results of your simulated trading, nor will you be required to pay any losses.

1.5. NONE OF THE SERVICES PROVIDED TO YOU BY THE PROVIDER CAN BE CONSIDERED INVESTMENT SERVICES IN ACCORDANCE WITH APPLICABLE LAWS. THE PROVIDER DOES NOT GIVE OR PROVIDE TO YOU ANY GUIDANCE, INSTRUCTIONS, OR INFORMATION ABOUT HOW OR IN WHICH MANNER YOU SHOULD PERFORM TRANSACTIONS WHEN USING THE SERVICES OR OTHERWISE, OR ANY OTHER SIMILAR INFORMATION ABOUT THE INVESTMENT TOOLS TRADED, NOR DOES THE PROVIDER ACCEPT ANY SUCH GUIDANCE, INSTRUCTIONS, OR INFORMATION FROM YOU. NONE OF THE SERVICES CONSTITUTE INVESTMENT ADVICE OR RECOMMENDATIONS. NO EMPLOYEES, STAFF, OR REPRESENTATIVES OF THE PROVIDER ARE AUTHORIZED TO PROVIDE INVESTMENT ADVICE OR RECOMMENDATIONS. SHOULD ANY INFORMATION OR STATEMENT OF ANY EMPLOYEE, STAFF, OR REPRESENTATIVES OF THE PROVIDER BE INTERPRETED AS INVESTMENT ADVICE OR RECOMMENDATIONS, THE

PROVIDER EXPLICITLY DISCLAIMS THAT THE SAME IS INVESTMENT ADVICE OR RECOMMENDATIONS AND SHALL NOT BE RESPONSIBLE FOR THEM.

1.6. We do not provide investment, tax, legal, regulatory or financial advice relating to investments or possible Contract For Difference (CFD) Margin Trades and/or Countdowns. Any information we provide to you, including any information provided by FXGM's team, is purely factual and does not take into account your personal circumstances. Therefore, you may wish to obtain independent professional advice from a suitably qualified advisor on any investment, financial, legal, regulatory, tax or similar matter before entering into any CFD Margin Trades and/or Countdowns.

1.7. Your personal data is processed in accordance with the Privacy Policy.

1.8. The meaning of the definitions, expressions, and abbreviations used in these GTC can be found in clause 18.

2. SERVICES AND THEIR ORDER

2.1. You can order the Services through the Website by purchasing the evaluation programme and/or completing the appropriate registration or order form. After registration, we will e-mail you the login details for the Client Section (where applicable) and/or Trading Platform and allow you to access them. The FXGM Express Evaluation ("Express") programme is a 2-steps evaluation process consisting of Challenge (Step 1) and Verification (Step 2). The FXGM Standard Evaluation ("Standard") programme is a 3-steps evaluation process consisting of Evaluation (Step 1), Challenge (Step 2) and Verification (Step 3). Upon passing and completing the Express and/or Standard programme, you can proceed to the funded stage and become a Funded Trader. You will subsequently become an FXGM Trader if you clear and pass the target profit without violating the trading objectives at Funded Stage 1.

2.2. The Services include, among other things, FXGM Evaluation, Challenge, Verification and Verification products; these products may differ in the scope of the Services provided (e.g., by analytical tools available to the Customer).

2.3. All data that you provide to us through the registration or order form, the Client Section where applicable, or otherwise must be complete, true, and up-to-date. You must immediately notify us of any change in your data by sending an email to info@fxgm.co.uk and/or update the data in your Client Section where applicable. The Customer is responsible for all the provided data being accurate and up-to-date; the Provider is not obligated to verify the data.

2.4. You acknowledge that if you provide an identification number, tax registration number or other similar information in the registration or order form or in the Client Section, or if you state that you are a legal entity, you will be considered as an entrepreneur (trader) for the purposes of these GTC and when using the Services, and the provisions of these GTC or the applicable law that grant rights to consumers will not apply to you.

2.5. The fee for the Express and Standard programmes vary according to the option selected and depends on the amount of the initial capital, the degree of the acceptable risk, the parameters that must be fulfilled so that the conditions of the FXGM Evaluation, Challenge and the subsequent Verification stages are met, and possibly other configurations. More detailed information on individual options and fees for those options are provided in the schedules to these GTC. The fee will be determined based on the option you select when completing the form for ordering the FXGM Express and/or Standard programme. The Provider reserves the right to also provide the Services under individually agreed conditions. All individually agreed conditions shall be determined by the Provider at its own discretion. Individual discounts and other benefits may not be combined unless expressly stipulated otherwise by the Provider.

2.6. The fee is paid for allowing you to access the FXGM Express and/or Standard programme, or the Services provided under the FXGM Express and/or Standard programme. The Customer is not entitled to a refund of the fee, for example, if the Customer cancels the Customer's Client Section or requests the cancellation by e-mail, if the Customer terminates the use of the Services prematurely (for example, fails to complete the FXGM Express and/or Standard programme), fails to meet the conditions of the FXGM Express and/or Standard programme, or violates these GTC.

2.7. If the Customer lodges an unjustifiable complaint regarding the paid fee or disputes the paid fee with the Customer's bank or payment service provider (e.g. through chargeback services, dispute services, or other similar services), on the basis of which an annulment, cancellation or refund of the fee or any part thereof is requested, the Provider is entitled, at its own discretion, to stop providing to the Customer any services and refuse any future provision of any services.

2.8. Your choice of the option of the FXGM Express and/or Standard programme that you select when making an order shall also apply to the subsequent stages that follow (Funded and Verified stages). You will start the subsequent Verification and, possibly, other products related thereto, with the parameters and the same currency that correspond to the option of the FXGM Express and/or Standard programme selected by you. Once you make a selection, it is not possible to change it. If you are ordering a new FXGM Express and/or Standard programme, the restrictions specified in this clause 2.8 shall not apply.

2.9. The Provider reserves the right to unilaterally change the fees and parameters of the Services at any time, including the parameters for their successful completion. The change does not affect the Services purchased before the change is notified.

2.10. Any data entered in the order form can be checked, corrected, and amended until the binding order of the Services. The order the Services of your choice is made by submitting the order form. The Provider will immediately confirm the receipt of your order to your email address. In the case of the FXGM Express and/or Standard programme, the order is completed upon the payment of the fee for the selected option (more on this in clause 5), whereby the contract between you and the Provider is executed, the subject of which is the provision of the FXGM Express and/or Standard programme and, if the conditions of the FXGM Express and/or Standard programme are met, the subsequent stages. The contract is concluded in English. We archive the contract in electronic form and do not allow access to it.

2.11. You acknowledge that in order to use our Services, you must obtain the appropriate technical equipment and software, including third-party software (e.g. software for the use of the Trading Platform), at your own risk and expense. The Website is accessible from the most commonly used web browsers. The internet access, purchase of the equipment, and purchase of the web browser and its updates are at your own risk and expense. The Provider does not warrant or guarantees that the Services will be compatible with any specific equipment or software. The Provider does not charge any additional fees for the internet connection.

2.12. You acknowledge that operators of trading platforms are persons or entities different from the Provider and that their own terms and conditions and privacy policies will apply when you use their services and products. Before sending an order form, you are obligated to read those terms and conditions and privacy policies.

2.13. You acknowledge that you are not a citizen and/or resides in the Democratic People's Republic of Korea, Democratic Republic of the Congo, Iran, Libya, Somalia, South Sudan, Sudan, Yemen, ISIL and Al-Qaida List as well as Taliban List.

3. PAYMENT TERMS

3.1. The amounts of fees for the FXGM Express and/or Standard programme options are in United States Dollar (“USD”). In the event of payment of the fee in any other currency than USD, the amount of the fee for the selected option of the FXGM Express and/or Standard programme shall be converted using the exchange rate listed on <https://wise.com/gb/currency-converter/>. The Customer acknowledges that if the payment is made in a currency other than the one the Customer has chosen on the Website, the amount will be converted according to the current exchange rates valid at the time of payment.

3.2. Service charges are inclusive of all taxes. If the Customer is an entrepreneur (trader), he is obliged to fulfil all his tax obligations in connection with the use of our Services in accordance with applicable law, and in the event of an obligation, he is obliged to pay tax or other fees properly.

3.3. You can pay the fee for the selected option of the FXGM Express and/or Standard programme by a payment card, via a bank transfer (for UK residents on a case-by-case approval basis), or using other means of payment that the Provider currently offers on the Website.

3.4. In the event of payment by a payment card or via any other express payment method, the payment shall be made immediately. If you select a bank transfer for payment, we will subsequently send you a paid invoice in electronic form with the amount of the fee for the option of the FXGM Express and/or Standard programme you have chosen on the Website, after payment has been received and verified. The fee is considered paid when its full amount is credited to the Provider’s account. If you do not pay the amount on time, the Provider is entitled to cancel your order. Customer bears all fees charged to Customer by the selected payment service provider (according to the valid pricelist of the payment services provider) in connection with the transaction and the Customer is obliged to ensure that the respective fee for the selected FXGM Express and/or Standard programme is paid in full.

4. CLIENT SECTION

4.1. Only one Client Section is permitted per Customer and all of the Customer’s Services must be maintained in the Client Section, where applicable.

4.2. The total number of FXGM Express and/or Standard programme per one Client Section may be limited depending on the total sum of the initial capital amounts of the products ordered by the Customer or on the basis of other parameters. Unless the Provider grants an exception to the Customer, the initial capital amounts may not be transferred between the individual products or mutually combined. You may also not transfer or combine your performance, Service parameters, data or any other information between the products. FXGM allows a maximum capital allocation of USD200,000 per trader/client or per strategy, at any given time, for the purpose of risk diversification. Note that for those that joined before 1st June 2021, the maximum allocation under the discontinued programme (also referred to as the discontinued scheme) is USD100,000 per trader/client or per strategy, at any given time.

4.3. Access to the Client Section and Trading Platform is protected by login data, which the Customer may not make available or share with any third party. If the Customer has registered as a legal entity, the Customer may allow the use of the Services through the Customer’s Client Section to the Customer’s employees or other authorized employees and representatives. The Customer is responsible for all activities that are performed through the Customer’s Client Section or Trading Platform. The Provider bears no responsibility, and the Customer is not entitled to any compensation, for any misuse of the Client Section, Trading Platform, or any part of the Services, nor is the Provider responsible for any negative consequences thereof for the Customer, if such misuse occurs for any reasons on the part of the Customer.

4.4. The Customer acknowledges that the Services may not be available around the clock, particularly with respect to maintenance, upgrades, or any other reasons. In particular, the Provider bears no responsibility, and the Customer is not entitled to any compensation, for the unavailability of the Client Section or Trading Platform and for damage or loss of any data or other content that you upload, transfer or save through the Client Section or Trading Platform.

4.5. The Customer may at any time request the cancellation of the Client Section by sending an e-mail to info@fxgm.co.uk. Sending a request for the cancellation of the Client Section is considered as a request for termination of the contract by the Customer, with the Customer being no longer entitled to use the Services, including the Client Section and Trading Platform. The Provider will immediately confirm the receipt of the request to the Customer by e-mail, whereby the contractual relationship between the Customer and the Provider will be terminated. In such a case, the Customer is not entitled to any refund of the fees already paid or costs otherwise incurred.

5. RULES OF DEMO TRADING AND LIVE TRADING

5.1. During the demo trading and live trading on the Trading Platform, you may perform any transactions, unless these constitute prohibited trading strategies or transactions within the meaning of clause 5.4. Restrictions may also be imposed by the trading conditions of the Trading Platform that you have selected for trading.

5.2. You acknowledge that the Provider has access to information about the demo and live trades that you perform on the Trading Platform. You grant the Provider your consent to share this information with persons/entities who are in a group with the Provider or who are otherwise affiliated with the Provider, and you grant the Provider and these persons/entities your consent and authorization to handle this information at their own will. You agree that these activities may be performed automatically without any further consent, consultation, or approval on your part is necessary and that you are not entitled to any remuneration or revenue associated with the use of the data by the Provider. The Provider is aware that you do not provide the Provider with any investment advice or recommendations through your demo and/or live trading. You acknowledge that you may suspend your demo and/or live trading on the Trading Platform at any time.

5.3. The Provider bears no responsibility for the information displayed on the Trading Platform, nor for any interruption of, or delay or inaccuracy in the market information displayed through your Client Section.

5.4. DURING THE DEMO TRADING AND/OR LIVE TRADING, IT IS PROHIBITED TO:

5.4.1. USE BUSINESS STRATEGIES THAT TAKE ADVANTAGE OF ERRORS IN THE DISPLAY OF PRICES OR DELAY IN THEIR UPDATE;

5.4.2. PERFORM TRANSACTIONS USING STRADDLING;

5.4.3. PERFORM TRANSACTIONS USING EXTERNAL DATAFEED;

5.4.4. PERFORM TRANSACTIONS OR COMBINATION SOFT TRANSACTIONS WHOSE PURPOSE IS TAMPERING WITH TRADING;

5.4.5. PERFORM TRANSACTIONS IN CONTRADICTION WITH THE TERMS AND CONDITIONS OF THE PROVIDER AND THE TRADING PLATFORM; OR

5.4.6. OTHERWISE PERFORM TRANSACTIONS IN CONTRADICTION WITH HOW TRADING IS ACTUALLY PERFORMED ON THE FOREX MARKET OR ON ANY OTHER FINANCIAL MARKET, OR IN A WAY THAT ESTABLISHES JUSTIFIED CONCERNS THAT THE PROVIDER MIGHT SUFFER FINANCIALLY OR ANY OTHER DAMAGE AS A RESULT OF THE CUSTOMER'S ACTIVITIES.

5.5. If the Customer engages in any of the practices described in clause 5.4, (i) the Provider may consider it as a failure to meet the conditions of the particular FXGM Evaluation/Challenge or Verification, or (ii) the Provider may remove the transactions that violate the prohibition from the Customer's trading history and/or not count their results in the profits and/or losses achieved by the demo trading.

5.6. If the Customer engages in any of the practices described in clause 5.4 repeatedly, and the Provider has previously notified the Customer thereof, the Provider may prevent the Customer from accessing all Services or their parts, including access to the Client Section and Trading Platform, without any compensation. In such a case, the Customer is not entitled to a refund of the fees paid.

5.7. The Provider does not bear any responsibility for trading or other investment activities performed by the Customer outside the relationship with the Provider, for example by using data or other information from the Client Section, Trading Platform, or otherwise related to the Services in real trading on financial markets, not even if the Customer uses for such trading the same Trading Platform that the Customer uses for demo trading.

5.8. DEVELOPMENTS IN FINANCIAL MARKETS ARE SUBJECT TO FREQUENT AND ABRUPT CHANGES. TRADING ON FINANCIAL MARKETS MAY NOT BE PROFITABLE AND CAN LEAD TO SIGNIFICANT FINANCIAL LOSSES. ANY PREVIOUS PERFORMANCES AND PROFITS OF THE CUSTOMER'S DEMO TRADING ARE NOT A GUARANTEE OR INDICATION OF ANY FURTHER PERFORMANCE.

6. FXGM EXPRESS AND STANDARD EVALUATION PROGRAMME

6.1. After paying the fee for the selected option of the FXGM Express and Standard programme, the Customer will receive the relevant login data for the Trading Platform at the e-mail address provided by the Customer during payment through the payment service provider or in the Client Section, where applicable. The Customer activates the FXGM Express and/or Standard programme by opening the first demo trade in the Trading Platform. IF YOU ARE A CONSUMER, YOU ACKNOWLEDGE THAT, BY OPENING THE FIRST DEMO TRADE, YOU EXPRESSLY DEMAND THE PROVIDER TO COMPLETE THE SERVICES BEFORE THE EXPIRY OF THE PERIOD FOR WITHDRAWAL FROM THE CONTRACT, WHICH AFFECTS YOUR RIGHT TO WITHDRAW FROM THE CONTRACT, AS SPECIFIED IN MORE DETAIL IN CLAUSE 12. If you do not activate any of the stages under the FXGM Express and/or Standard programme within thirty (30) calendar days of the date on which it was made available to you, your access to it will be suspended. You can request the renewal of access via the Client Section where applicable or by sending an e-mail to info@fxgm.co.uk within one (1) months of the suspension, otherwise, we will terminate the provision of the Services without any right to a refund of the fee. The FXGM Evaluation lasts for forty-five (45) calendar days from the date of its activation or the date specified in the email containing the account login credential, where applicable. The FXGM Challenge lasts for forty-five (45) calendar days from the date of its activation or the date specified in the email containing the account login credential, where applicable. The FXGM Verification lasts for sixty (60) calendar days from the date of its activation or the date specified in the email containing the account login credential, where applicable.

6.2. In order for the Customer to meet the conditions of the FXGM Evaluation and/or Challenge, the Customer must fulfil all of the following parameters at the same time by the end of the FXGM Evaluation and/or Challenge:

6.2.1. during the FXGM Evaluation and/or Challenge, the Customer has opened at least one demo trade on at least ten different calendar days;

6.2.2. in the course of none of the calendar days during the FXGM Evaluation and/or Challenge did the Customer report a loss on any demo trades opened and closed on that day, which would exceed in total 5% of the initial capital;

6.2.3. at no time during the FXGM Evaluation and/or Challenge did the Customer report a loss on any opened and closed demo transactions, which would exceed in total 10% of the initial capital; and

6.2.4. For the FXGM Express programme: during the FXGM Evaluation, the Customer reported a total profit on all closed demo trades amounting to at least 10% of the initial capital. For FXGM Standard programme: during the FXGM Evaluation, the Customer reported a total profit on all closed demo trades amounting to at least 10% of the initial capital.

For the FXGM Express programme, the Customer will advance to the Verification stage after passing the Evaluation. For FXGM Standard programme, the Customer will advance to the Challenge stage after passing the Evaluation. The above parameters are explained in more detail in the table on the Website.

6.3. If the Customer has met the conditions of the FXGM Evaluation and/or Challenge specified in clause 6.2, and at the same time has not violated this GTC, in particular the rules of demo trading under clause 5.4, the Provider will evaluate the FXGM Evaluation and/or Challenge as successful and will make the Verification available to the Customer free of charge by sending login details to the Customer's e-mail address or Client Section where applicable. The Customer may request the evaluation of the FXGM Evaluation/Challenge at any time by sending a request to info@fxgm.co.uk or via the Client Section, if applicable. The Provider does not have to evaluate the FXGM Evaluation/Challenge if the Customer has not closed all trades.

6.4. The Customer activates the Verification by opening the first demo trade in the Trading Platform. If the Customer does not activate the Verification within thirty (30) calendar days from the day on which the Customer received the new login data, the Customer's access to the Verification will be suspended. The Customer may request the renewal of access via the Client Section where applicable or by sending an e-mail to info@fxgm.co.uk within one (1) months of the suspension, otherwise, we will terminate the provision of the Services without any right to a refund. The Verification lasts for sixty (60) calendar days from the date of its activation or the date specified on the email where the account login credential was sent.

6.5. In order for the Customer to meet the conditions of the Verification, the Customer must fulfil all of the following parameters at the same time by the end of the Verification:

6.5.1. during the Verification, the Customer has opened at least one demo trade on at least ten different calendar days;

6.5.2. in the course of none of the calendar days during the Verification did the Customer report a loss on any demo trades opened and closed on that day, which would exceed in total 5% of the initial capital;

6.5.3. at no time during the Verification did the Customer report a loss on the sum of the opened and closed demo trades, which would exceed in total 10% of the initial capital; and

6.5.4. at the end of the Verification, the Customer reported a closed profit from all performed demo trades amounting to at least 5% of the initial capital.

The above parameters are explained in more detail in the table on the Website.

6.6. If the Customer has met the conditions of the Verification specified in clause 6.5 and at the same time has not violated this GTC, in particular the rules of demo trading under clause 5.4, the Provider will evaluate the Verification as successful and will recommend the Customer as a candidate for Funded Trader programme. The Customer may request the evaluation of the Verification at any time by sending a request to info@fxgm.co.uk or via the Client Section where applicable. The Provider does not have to evaluate the Verification if the Customer has not closed all transactions.

6.7. If during the FXGM Express and/or Standard programme the Customer does not comply with some of the conditions specified in clause 2, the FXGM Evaluation/Challenge will be evaluated as unsuccessful and the Customer will not be allowed access to the subsequent Verification. If during the Verification the Customer does not comply with any of the conditions specified in clause 6.5, the Verification will be evaluated as unsuccessful and the Customer will not be recommended as a candidate for the Funded Trader program.

7. FUNDED/FXGM TRADER

7.1. The Services of the FXGM Trader are provided to the Customer on the basis of an individual agreement executed between the Customer and a third party ("FXGM Contract Agreement"). Provider recommending Customer as a candidate for the FXGM Trader Programme in no way guarantees Customer's acceptance into the Funded Trader Programme, i.e. the acceptance of the Customer is still subject to compliance's approval where a background check will be performed. The Provider is not responsible for the Customer being rejected by the FXGM Trader Programme for any or no reason.

7.2. THE CUSTOMER ACKNOWLEDGES THAT THE THIRD PARTY WITH WHOM THE CUSTOMER EXECUTES THE FXGM CONTRACT AGREEMENT MAY REQUIRE THAT THE CUSTOMER MEETS ANY ADDITIONAL CONDITIONS THAT MAY BE JUSTIFIABLY REQUIRED FROM THE CUSTOMER IN CONNECTION WITH THE EXECUTION OF THE BUOYTRADE CONTRACT AGREEMENT.

7.3. The Customer further acknowledges that the person/entity with whom the Customer is to execute the FXGM Contract Agreement may refuse to execute the agreement if the Customer does not meet the conditions under clause 2.13, 6, 6.7, or if it turns out that the Customer has violated the provisions of these GTC in a manner specified in clause 10.1. In such a case, the Customer is not entitled to a refund of the fees for the relevant FXGM Express and/or Standard programme.

8. USE OF THE WEBSITE, SERVICES AND OTHER CONTENT

8.1. The Website and all Services, including the Client Section, their appearance and all applications, data, information, multimedia elements such as texts, drawings, graphics, design, icons, images, audio and video samples, and any other content that may form the Website and the Services (collectively as the "Content"), are subject to legal protection pursuant to copyright laws and other legal regulations and are the property of the Provider or the Provider's licensors. The Provider grants you limited, non-exclusive, non-transferable, non-assignable, non-passable, and revocable permission to use the Content for the purpose of using the Services for your personal use and in accordance with the purpose for which the Services are provided. The Content is not sold or otherwise transferred to you and remains the property of the Provider or the Provider's licensors.

8.2. All trademarks, logos, trade names, and other designations are the property of the Provider or Provider's licensors and the Provider does not grant you any authorization to use them.

8.3. Both the Customer and the Provider undertake to act in accordance with the principles of fair dealing in the performance of the contract and in mutual negotiations and, in particular, not to damage the good reputation and legitimate interests of the other party. The Customer and the Provider will resolve any possible disagreements or disputes between them in accordance with these GTC and the applicable law.

8.4. Except for the rights expressly set out in this GTC, the Provider does not grant you any other rights relating to the Services and other Content. You may only use the Services and other Content assets out in these GTC.

8.5. When accessing the Services and other Content, the following is prohibited:

8.5.1. to use any tools that may adversely affect the operation of the Website and Services or that would be intended to take advantage of errors, bugs or other deficiencies of the Website and Services;

8.5.2. to circumvent geographical restrictions of availability or any other technical restrictions

8.5.3. to make copies or back-ups of the Website and other Content;

8.5.4. to reverse-engineer, decompile, disassemble or otherwise modify the Website and other Content;

8.5.5. to sell, rent, lend, license, distribute, reproduce, spread, stream, broadcast or use the Services or other Content otherwise than as permitted;

8.5.6. to use automated means to view, display or collect information available through the Website or Services; and

8.5.7. to use any other tools or means the use of which could cause any damage to the Provider.

8.6. The provisions of clause 8 are not intended to deprive the Customer of the Customer's consumer rights which cannot be excluded by law.

9. DISCLAIMER

9.1. YOU ACKNOWLEDGE THAT THE SERVICES AND OTHER CONTENT ARE PROVIDED "AS IS" WITH ALL THEIR ERRORS, DEFECTS AND SHORTCOMINGS AND THAT THEIR USE IS AT YOUR SOLE RESPONSIBILITY AND RISK. TO THE MAXIMUM EXTENT PERMITTED BY THE MANDATORY LAWS, THE PROVIDER DISCLAIMS ANY STATUTORY, CONTRACTUAL, EXPRESS, AND IMPLIED WARRANTIES OF ANY KIND, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY RIGHTS.

9.2. TO THE EXTENT PERMITTED BY THE MANDATORY PROVISIONS OF THE APPLICABLE LAWS, THE PROVIDER IS NOT RESPONSIBLE FOR ANY HARM, INCLUDING ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFIT, LOSS OF DATA, PERSONAL OR OTHER NON-MONETARY HARM OR PROPERTY DAMAGE CAUSED AS A RESULT OF USE OF THE SERVICES OR RELIANCE ON ANY TOOL, FUNCTIONALITY, INFORMATION OR ANY OTHER CONTENT AVAILABLE IN CONNECTION WITH THE USE OF THE SERVICES OR ELSEWHERE ON THE WEBSITE. THE PROVIDER IS NOT RESPONSIBLE FOR ANY PRODUCTS, SERVICES, APPLICATIONS OR OTHER THIRD-PARTY CONTENT THAT THE CUSTOMER USES IN CONNECTION WITH THE SERVICES. IN CASE THE PROVIDER'S LIABILITY IS INFERRED IN CONNECTION WITH THE OPERATION OF THE WEBSITE OR PROVISION OF THE SERVICES BY A COURT OF JUSTICE OR ANY OTHER COMPETENT AUTHORITY, THIS LIABILITY SHALL BE LIMITED TO THE AMOUNT CORRESPONDING TO THE FEE PAID BY THE CUSTOMER FOR THE SERVICES IN CONNECTION WITH WHICH THE CUSTOMER HAS INCURRED THE LOSS.

9.3. The Provider is not responsible for its failure to provide the purchased Services if that failure occurs due to serious technical or operational reasons beyond the Provider's control, in the case of any crisis or imminent crisis, natural disaster, war, insurrection, pandemic, a threat to a large number of people or other force majeure events, and/or if the Provider is prevented from providing the Services as a result of any obligations imposed by law or a decision of a public authority.

9.4. The provisions of Clause 9 are not intended to deprive the Customer of the Customer's consumer or other rights that cannot be excluded by law.

10. VIOLATION OF THE GTC

10.1. IF THE CUSTOMER VIOLATES ANY PROVISION OF THESE GTC IN A MANNER THAT MAY CAUSE ANY HARM TO THE PROVIDER, IN PARTICULAR, IF THE CUSTOMER ACCESSES THE SERVICES IN CONFLICT WITH CLAUSE 3, CLAUSE 2.13 IF THE CUSTOMER PROVIDES INCOMPLETE, UNTRUE, OR NON-UPDATED INFORMATION IN CONFLICT WITH CLAUSE 2.3, IF THE CUSTOMER ACTS IN A MANNER THAT MAY DAMAGE THE PROVIDER'S GOOD REPUTATION IF THE CUSTOMER VIOLATES THE DEMO TRADING RULES PURSUANT TO CLAUSE 5.4, IF THE CUSTOMER ACTS IN CONFLICT WITH CLAUSE 8.3, AND/OR IF THE CUSTOMER PERFORMS ANY OF THE ACTIVITIES REFERRED TO IN CLAUSE 8.5, THE PROVIDER MAY PREVENT THE CUSTOMER FROM ORDERING ANY OTHER SERVICES AND COMPLETELY OR PARTIALLY RESTRICT THE CUSTOMER'S ACCESS TO ALL OR ONLY SOME SERVICES, INCLUDING ACCESS TO THE CLIENT SECTION AND TRADING PLATFORM, WITHOUT ANY PRIOR NOTICE AND WITHOUT ANY COMPENSATION.

11. COMMUNICATION

11.1. You acknowledge that all communication from the Provider or its partners in connection with the provision of Services will take place through the Client Section where applicable and/or your e-mail address, which you register with us. Written electronic communication by e-mail or through the Client Section is also considered to be written communication.

11.2. Our contact e-mail address is info@fxgm.co.uk and our contact address is 37th Floor, One Canada Square, Canary Wharf, London, E14 5AA.

12. RIGHT TO WITHDRAW FROM A CONTRACT

12.1. If you are a consumer, you have the right to withdraw from a contract without giving a reason within fourteen (14) days of its execution (see clause 10 for details on the time of execution of the agreement). PLEASE NOTE THAT IF YOU START PERFORMING FICTITIOUS TRADES BEFORE THE EXPIRY OF THE SPECIFIED TIME LIMIT, YOU LOSE YOUR RIGHT TO WITHDRAW FROM THE CONTRACT.

12.2. Your withdrawal from the contract must be sent to our e-mail address info@fxgm.co.uk within the specified time limit. You can contact us at payments@fxgm.co.uk to request the template form to withdraw. We will confirm the receipt of the form to you in text form without undue delay. If you withdraw from the contract, we will refund you without undue delay (no later than fourteen (14) days after your withdrawal from the contract) the net fee (i.e., full fee received less Refund Processing Fee), in the same way in which you paid them. Please take note that there will be a Refund Processing Fee of 15% of the refunded amount.

12.3. The Provider is entitled to immediately withdraw from the Contract in the case of any breach by the Customer specified in Clause 10.

13. DEFECTIVE PERFORMANCES

13.1. If the Services do not correspond to what was agreed or have not been provided to you, you can exercise your rights from defective performance. The Provider does not provide any guarantee for the quality of the services. You must notify us of the defect without undue delay at our e-mail address at info@fxgm.co.uk or at our address listed in clause 2. When exercising the rights from defective performance, you may request that we remedy the defect or provide you with a reasonable discount. If the defect cannot be remedied, you can withdraw from the contract or claim a reasonable discount.

13.2. We will try to resolve any complaint you may lodge as soon as possible (no later than within thirty (30) calendar days), and we will confirm its receipt and settlement to you in writing. If we do not settle the complaint in time, you have the right to withdraw from the contract. You can file a complaint by sending an e-mail to our e-mail address info@fxgm.co.uk.

14. CHANGES TO THE GTC

14.1. The Provider reserves the right to change these GTC at any time with immediate effect for new customers and new orders of the Services placed by existing Customers. The Provider will notify existing customers of the change to the GTC via the Client Section where applicable or by e-mail. The FXGM Evaluation and/or Challenge and the subsequent Verification are provided throughout the period of their duration pursuant to the version of the GTC which was valid and effective at the time at which the relevant FXGM Express and/or Standard programme was ordered.

15. OUT-OF-COURT CONSUMER DISPUTE SETTLEMENT

15.1. It is our objective that our customers are satisfied with the FXGM services; therefore, if you have any complaints or suggestions, we will be happy to resolve them directly with you and you can contact us at our e-mail address or at our address listed in clause 2.

16. CHOICE OF LAW AND JURISDICTION

16.1. Any legal relations established by this Agreement or related to it, as well as any related non-contractual legal relations, shall be governed by the laws of England and Wales without regard for its conflict of laws provisions. Any dispute that may arise in connection with this Agreement and/or any related agreements shall fall within the jurisdiction of the England and Wales court having local jurisdiction according to the registered office of FXGM.

17. FINAL PROVISIONS

17.1. The Provider has not adopted any consumers codes of conduct.

17.2. These GTC constitute the complete terms and conditions agreed between you and the Provider and supersede all prior agreements relating to the subject matter of the GTC, whether verbal or written.

17.3. FXGM undertakes to process personal data in accordance with the Privacy Policy. If the Customer is a legal entity, the Customer is obligated to acquaint with those documents the individuals to whom the Customer allows the use of the FXGM and/or the Trading Platform under the conditions set out in this GTC.

17.4. Nothing in this GTC is intended to limit any legal claims set out elsewhere in this GTC or arising from the applicable legal regulations. If FXGM or any third party authorised thereto does not enforce compliance with this GTC, this shall in no way be construed as a waiver of any right or claim.

17.5. FXGM may assign any claim arising to it under this GTC or any agreement to a third party without the Customer's consent. The Customer agrees that FXGM may, as the assignor, transfer its rights and obligations under this GTC or any agreement (or any parts thereof) to a third party. The Customer may not transfer or assign the Customer's rights and obligations under this GTC or any other agreement (or any parts thereof) or any receivables arising therefrom, in whole or in part, to any third party.

17.6. If any provision of the GTC is found to be invalid or ineffective, it shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions. No past or future practice established between the Parties and no customer maintained in general or in the industry relating to the subject-matter of the performance which is not expressly referred to in the GTC shall be applied and no rights and obligations shall be derived from them for the Parties, and, in addition, they shall not be taken into account in the interpretation of manifestations of the will of the Parties.

17.7. Prior to the mutual acceptance of this GTC, the Parties have carefully assessed the possible risks arising from it and accept those risks. The Customer assumes the risk of a change of circumstances.

17.8. The schedules to the GTC form integral parts of the GTC. In the event of a conflict between the wording of the main text of the GTC and any schedule thereof, the main text of the GTC shall prevail.

18. DEFINITIONS, EXPRESSIONS AND ABBREVIATIONS USED

18.1. For the purpose of the GTC, the following definitions shall have the following meanings:

18.1.1. "Client Section" means the user interface located on the Website;

18.1.2. "Provider" means the provider of certain Services (as set out in clause 1.1);

18.1.3. "Content" means the Website and all Services, including the Client Section, their appearance and all applications, data, information, multimedia elements such as texts, drawings, graphics, design, icons, images, audio and video samples and other content that may form the Website and the Services (as set out in clause 8.1);

18.1.4. "GTC" means these General Terms and Conditions of FXGM;

18.1.5. "Schedules" means Schedules 1, 2 - 3, which are part of this GTC;

18.1.6. "Trading Platform" means an electronic interface provided by a third party in which the Customer performs the demo trading;

18.1.7. "FXGM Contract Agreement" means an agreement executed between the Customer and FX Global Management Limited, the subject of which is the management and maintenance of the FXGM Trader (as set out in clause 7.1);

18.1.8. "Services" means the Provider's services as set out in clauses 1, 1.4, 2;

18.1.9. "Website" means the website www.buoytrade.com;

18.1.10. "Customer" means the user of the Services (as set out in clause 1.1);

18.1.11. "FXGM Express Programme" means the 2-Steps evaluation programme (Step 1: Evaluation and Step 2: Verification); and

18.1.12. "FXGM Standard Programme" means the 3-Steps evaluation programme (Step 1: Evaluation, Step 2: Challenge and Step 3: Verification)

18.2. For the purpose of the GTC and their schedules, the following definitions shall have the following meanings:

18.2.1. "CZK" means the Czech crown;

18.2.2. "EUR" means the Euro;

18.2.3. "USD" means the United States dollar;

18.2.4. "GBP" means the British pound;

18.2.5. "CAD" means the Canadian dollar;

18.2.6. "AUD" means the Australian dollar;

18.2.7. "NZD" means the New Zealand dollar: and

18.2.8. "CHF" means the Swiss franc.

18.2.9. "Calendar day" means the period from midnight to midnight of the time currently valid in Singapore; and

18.2.10. "Initial capital" means a fictitious amount that the Customer has chosen when selecting the option of the FXGM Express and/or Standard and which the Customer will use to perform demo trading.

This GTC shall enter into force and effect on 1 June 2021.

FX Global Management Ltd

37th Floor, 1 Canada Square, Canary Wharf, London, E14 5AA

Contact: 0208 243 8605

Email: Info@fxgm.co.uk

Site: www.fxgm.co.uk