QUOTEX

Service Agreement

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Awesomo LTD, hereinafter referred to as "**Company**", registered at: Seychelles, Suite 1, Second Floor, Sound & Vision House, Francis Rachel Str., Victoria, Mahe acting on the basis of Certificate of incorporation number 221042, on the one hand, and an individual, hereinafter referred to as "**Client**", who completed the registration form on the Company's website and in the trading platform, as well as accepted all the conditions of this **Service Agreement** (hereinafter referred to as "**Agreement**") and its annexes at the time of registration, collectively referred to as the "**Parties**", have entered into **Agreement** as follows:

1. Terms and Definitions

1.1. **Asset (Underlying Asset)** - a financial instrument that is the basis of trading. An instrument can be a stock, derivative (option, futures, etc.), a currency pair, a stock exchange index, a commodity quoted on a stock exchange, etc.

1.2. **Asset Rate** - the price of an asset. Unilaterally determined by the Company on the basis of information posted by central banks, trading floors, liquidity providers, etc. The asset rate is reflected in the Client's Trading Terminal.

1.3. **Digital Trading -** a Contract (Binary option), which is used to profit from the price movement of the basic assets underlying such contracts over a certain period of time.

1.4 **The Company's Website** - an Internet resource located at: https://quotex.io/ , as well as other Internet resources referred to its in this Agreement and its annexes, including subdomains of the Company, mobile applications, etc. , but not limited by its.

1.5. **Registration on the site** is the Customer acceptance procedure enshrined in this Agreement.

1.6. **Quote** - the current price of a financial Asset. Information about Quotes is reflected in the Client's Trading Terminal.

1.7. **Quotes Flow** - a sequence of Quotes displayed in the Trading Terminal.

1.8. **The Company's Server** - a specialized complex of software and hardware that is used to store, process information about all Client requests for Operations, compliance monitoring with all conditions of such Operations, their limitations, fixation (determination) of the financial result, and providing information about quotes in real time.

1.9. **Log Record** - record in the database. A Log Record is created by the Company Server and, with an accuracy of a millisecond or an accuracy of a second, records each request and

/ or order of the Client, as well as the result of processing such requests (orders). The log-record records each appeal of the Client to the Trading terminal and Personal Account. In the event of a dispute between the parties to this Agreement, the data obtained from the Log entries shall prevail in comparison with any other available evidence when considering a conflict situation, including and in relation to the data from the log file of the Client's Trading Terminal. The Company has the right not to keep log records.

1.10. **A Cookie** - a data set that includes an anonymous and unique identifier that is sent to the Client's mobile phone or to his computer's web browser (hereinafter referred to as the Device) from the Company's Site (Server). A Cookie is stored on the Client's Device. The client has the right to block access to the Cookie on his Device. When you visit the Company's website, pages viewed by the Client and cookies are downloaded to his Device. Cookies have the function of an anonymous identifier in case of repeated visits by the Client to the Company's website, and also allow you to determine the most popular pages of the Client's request. Such files enable the Company to create the most effective site interface in order to maximize convenience for the Client.

1.11. **Trading Signals** - data on the current state of the market, collected by the Company using various analytical and informational materials. The Company reserves the right to provide such information to all or some Customers or not provide to. Such information is not advisory in nature and does not call on Clients to complete Trade (Operations). The Company does not bear any responsibility for the correctness, accuracy, relevance of trading signals. The Company also does not bear any responsibility for any Trade (Operations) conducted by the Client on the basis of trading signals, as well as for the results of such Trade (Operations). The client independently makes the decision to take into account the Trading signals when concluding a Operation and is fully responsible for the decision made, regardless of the results of such a Trade (Operation).

1.12. **Trading Terminal** - a specialized software complex, with the help of which the Client receives information about the value of quotes on-line, performs Operations (trading and non-trading), and also receives various kinds of information from the Company. Terms of Use of the Trading terminal are established by this Agreement and its Annexes. The part of the Trading terminal with which the Client can carry out Non-Trading Operations in this Agreement may be referred to as Client's Personal Account.

1.13. **Trading Platform** - an electronic system in the Internet, consisting of all programs and technologies that display the actions of Clients of the Company and the Company itself in real time.

1.14. **Trade** - an agreement between the Company and the Client on all material terms, under which the Client pays the Trade amount, and the Company, in turn, undertakes to pay a fixed Income if the agreed conditions of Digital Trading are met by the Parties.

1.15. **Operation** - Trading and Non-Trading Operation.

1.16. **Trading Operation** - a sequence of actions for the implementation of a transaction between the Company and the Client, including its conclusion and closure. They are made at the place of registration of the Company at the expense of the Client. The income from a trading operation is credited to the personal account of the Client. Physical delivery of Assets during trading does not occur.

1.17. **Non-Trading Operation** - any Operation with a Customer Account (crediting or debiting funds).

1.18.**Trading Time** - the time the Asset was traded.

1.19. **Essential Terms of the Operation (Trade)** - the conditions that determine the payment of income to the Client.

1.20. **The Direction of the Exchange Rate** is an essential condition of the transaction, it can be "Higher" or "Lower".

1.21. **The Conclusion of the Trade** - a trading operation with production and financial instruments, the result of which is the coordination of all existing conditions between the Client and the Company. After the Conclusion of the Trade and the transfer of the execution of the Trade to the liquidity provider, the Digital Trading is considered open.

1.22.**Trade Amount** - the amount paid by the Client of the Company at the conclusion of the Trade.

1.23. **Opening a Trade** - Digital Trade after the Conclusion of the Trade and before its closure. Moreover, it has not yet been determined whether or not payment will be made on this Trade.

1.24. **Closing a Trade** - trading operation of Closing a Trade which occurs at the time the Digital Trade expires by agreement of the Parties.

1.25. **Expiration Time of Fixed Time Trade** - completion of the circulation of the contracts included in the composition of the Trade.

1.26. **Pre-term Closing of Trade** - a closing transaction of a Trade, as a result of which the Client and the Company agree on the essential conditions for the sale by the Client of a Trade with a derivative of the Company before the Trade is closed at the Expiration Time of Digital Trade. Pre-term Closing of Trade is possible only if there is a technical possibility on

the part of the Company and the liquidity provider. The Company has the right to refuse to the Client Pre-term Closing of Trade at its discretion and without explanation.

1.27. **A Risk-free Trade** - a reward system for the Client by the Company. This is such a Trade, upon the closing of which, the Client will be guaranteed to receive Income (if the conditions for payments are met) or the amount of the Trade will be returned to the Client (if the Client has not fulfilled the conditions for payments). These rules are regulated by this Agreement and its Annexes.

1.28. **Bonus (Bonus system)** - virtual funds that the Company credits to the Client's Account when he fulfills certain conditions established by the Company. The client is informed and agrees that:

- when performing trading operations, the funds credited by the Client to the Account are first used, and only after they have been completely spent, for further operations, the Client is entitled to use bonus funds;

- as a general rule, the Client is not entitled to withdraw the Bonus amount to the Client's External Account. If the Client withdraws previously credited funds to the External Account, the Company has the right to debit the amount of all credited Bonuses from the Client's Account.

However, the Company has the right to establish a procedure in which the Bonus is not debited from the Client's Account, but can be withdrawn to his External Account.

The rules for using Bonuses, the conditions for their crediting, debiting, transferring Bonuses into real money, as well as other rules for working with Bonuses and the Client's funds, simultaneously with which the Bonus was accrued, are established by the Company unilaterally and can be published on the Company's Website.

1.29. **Company Account** - the current account of the Company in a credit institution, an account in an electronic payment system and other accounts.

1.30. **Client's account (trading account) -** the Client's personal account opened by the Company on the trading platform. The Client's account accumulates funds credited to him for performing trading operations (trades). Funds are debited from the Client's Account when the trade is opened, and income is accrued based on the result of its completion. The Client registers only one Account with the Company. If the Company detects several Accounts belonging to one Client, the Company has the right to block such Accounts, while the funds of these accounts are not subject to withdrawal by the Client. The opening of a Personal Account is made by the Client in the currency of his choice. The list of available currencies is presented in the Client's Personal Account profile. The Client has the right at any time,

provided there are no open trades, to convert the funds in the Account into available currency. Conversion into the selected currency is carried out at the rate that was established by the Company at the time of the transaction, and is the cost of the Client. The conversion rate may differ from the rate set by the central banks of the countries, as well as from the market rate of currencies. The Company has the right, but is not obliged, to unilaterally provide the Client with the opportunity to use the Account in the relationship between the Company and the Client, governed by this Agreement and other agreements concluded between the Company and the Client, in accordance with them the Company has the right, at its discretion, to grant the Client the right to use it.

1.31. **External Customer Account** - the Customer's current account with a credit institution, in an electronic payment system.

1.32. **Customer Account Balance** - the amount of funds in the Customer Account.

1.33. **"1-Click" Service** - replenishment of the Client's Account Balance using payment (bank) cards of the Client without additional input of payment (bank) card data of their owner.

1.34. **Recurring Payment** - a periodically repeated operation to replenish the Client's Account Balance without the need to enter bank card data on the part of the Client.

1.35. **Profit Zone** - a state of an Open Trade in which, at the current rate of an Asset, it is possible to extract income from this Trade.

1.36. **Loss Zone** - such a state of an Open Trade in which at the current rate of the Asset it is impossible to extract income from this Trade.

1.37. **Target Level** - the price level of the Asset, in relation to which the result of the Operation is calculated.

1.38. **Income** - the amount of funds to be credited to the Client's Account when Trade is closed. The amount of income depends on the material terms of the Trade, as well as on the rate of the Asset.

1.39. **Payout Factor** - a percentage factor that determines the amount of Income. The Payout Factor is set by the Company based on Basic Asset and other conditions of the Trade.

1.40. **Withdrawal of Funds** - an operation to write off funds (funds) from the Customer's Account and transferring them to the External Customer Account .

1.41. **Withdrawal Method** - the Method of Withdrawal of Funds reflected in the Client's Trading Terminal and Client's Personal Account.

1.42. **Payment Service Provider** - an organization that provides money transfer services.

1.43. **Exceptional Situations** - such a state of the market that differs from its usual (normal) state and other conditions referred to in this Agreement and its Annexes.

1.44. In the absence of any term in Section 1, but its use in the text of this Agreement, such a term shall be interpreted in accordance with the customs of business circulation and business practices used in the context of transactions with derivative financial instruments.

2. General Provisions

2.1. The Agreement is considered as an invitation to an indefinite number of persons to make offers, which does not entail consequences of a contractual and legal nature, i.e. does not bind the Company with the proposal made by it.

2.2. The Agreement is not a public offer.

2.3. The Company has the right at its discretion and without giving any reason to refuse to conclude the Agreement. The company also reserves the right to unilaterally terminate contractual relations and block access to the trading terminal, including with a person who has registered.

2.4. The Company is entitled at its discretion to unilaterally amend and (or) edit the terms of this Agreement, its annexes and (or) materials published on the website and subdomains of the Company's website, without prior notice and matching with the Client.

2.5. An integral part of this Agreement are its annexes (hereinafter - the Appendices):

2.5.1. Rules of Trading operations;

2.5.2. Non-Trading Operations Regulations and compliance with KYC and AML ;

2.5.3. Risk Disclosure;

2.5.4. Other documents posted in the "Legal Information" section of the Company's website, including the subdomains of the Company's website available to the Client and / or in the trading terminal, but not limited by them.

The Company has the right to unilaterally at any time and at its discretion change the content of the Applications named in clause 2.5. of this Agreement, as well as their name and structure. The Company also reserves the right at any time during the term of this Agreement to exclude Applications and / or create new ones. At the same time, changes to this Agreement are not made, matching with the Client is not required.

2.6. It is implied by the Client has accepted all changes in accordance with clauses 2.4, 2.5. present agreement.

2.7. The acceptance of this Agreement is the registration of the Client on the website of the Company or in its Trading Terminal, in the manner and on the terms established by this Agreement and its Appendices.

3. Subject of the Agreement

3.1. The subject of this Agreement is the provision by the Company of Services to the Client through the Trading Platform in accordance with this Agreement and its Appendices.

3.2. This Agreement regulates the conditions for the Parties to complete Trade (Operations), their order and content.

3.3. The Company reserves the right to unilaterally change and (or) edit any conditions of Trades (Operations), establish restrictions on the number of Trades (Operations) performed simultaneously, as well as the number of Trades (Operations) that the Client can perform during the period of time established by the Company, and other restrictions regarding the execution of Trades, at its sole discretion.

3.4. The Company has the right to enlist third parties to cooperate in order to facilitate and (or) improve the quality of the trading platform and (or) the quality of the provision of the Services under this Agreement, while the Company is not responsible for their actions.

3.5. With regard to any other issues and (or) obligations that are not covered by this Agreement, the Company acts at its discretion, guided by business practices and customs in the field of services of this nature.

3.6. From the moment the Client replenishes the Account, each Trade (Operation) made using the Trading Terminal and / or Personal Account becomes the subject of this Agreement.

4. Rights and Obligations of the Parties

4.1. The Client fully and unconditionally accepts all the conditions of this Agreement and its Appendices, taking into account the provisions referred to in Section 2 of this Agreement, as well as all the conditions posted on the Company's website and its subdomains.

4.2. By accepting the Agreement, the Client confirms that he is fully competent, is in his right mind, and also has the necessary legal personality to exercise the rights and fulfill obligations under this Agreement and in accordance with its terms.

4.2.1. The Client guarantees that he is not a state (municipal) employee or employee of a state (municipal) institution, organization with a state participation in the authorized capital of more than 50%. The client also guarantees that he is not a politician, family member or relative thereof, as well as a person who has any kind of connection with a politically significant person. All concepts of this paragraph are interpreted by the Company at its discretion, which in turn does not contradict the norms of the current (applicable) legislation.

4.3. The Client warrants that it is not subject to any law or any other regulatory act that prohibits him from executing this Agreement and / or transactions provided for by this Agreement. Any actions of the Client performed in order to execute the Agreement do not violate the law and / or other normative act that has legal force in the country of which the Client is a resident.

4.4. The Client agrees to independently register on the Company's website, providing complete and accurate information about himself on the issues proposed in the registration form, as well as keep this information up to date.

4.5. The client undertakes to perform all operations in person, on his own behalf and at his own expense.

4.6. When exercising rights and fulfilling duties, the Client shall be guided by the principle of reasonableness and good faith.

4.7. The Client agrees not to take actions, including with other clients of the Company, aimed at causing harm and damage to the Company.

4.8. The Client agrees to observe the confidential nature of any physical, technical, economic, financial and other internal information of the Company and / or the trading platform and not to disclose it to third parties, including not to use this or other information in order to obtain any kind of advantage in transactions, as well as in order to cause damage to the Company.

4.9. The Client guarantees the use of conscientious, honest and lawful methods (ways) when making any Trades (Operations), as well as when using the trading terminal and the Company's website.

4.10. In case of any kind of errors in the operation of the Trading terminal or other defects, the Client agrees not to use them for profit (income), and not to disseminate information about them to third parties.

4.11. The Client is prohibited from using the services and / or software for any illegal or fraudulent activity and for any illegal or fraudulent transaction (including money laundering) in accordance with the legislation of the Client's jurisdiction.

4.12. The client assumes the obligation to comply with legal standards, including international ones, aimed at combating illegal trade, financial fraud, money laundering and legalization of funds received illegally.

4.13. The Client agrees to exclude direct or indirect aiding of illegal financial activities and any other illegal operations using the Company's website and / or trading terminal.

4.14. The Client guarantees legal origin, legal possession and the right to use the funds transferred to the accounts of the Company, including using for Trades (Operations) and / or other purposes, cash and / or financial instruments that belong exclusively to the Client are not subject to pledge, loan, arrest and other encumbrances.

4.15. Recognizes and assumes full responsibility for his actions in relation to executed Trades (Operations) in accordance with current legislation in force at the place of registration and / or residence of the Client.

4.16. Each Client is the sole authorized user of the services of the Company and the corresponding Account. The Client has received an exclusive and non-transferable right to use the Account and access to it and is responsible for ensuring that no third party, including, but not limited to, immediate relatives and (or) members of his family, has access to the Account and (or) did not carry out any actions through it.

4.17. The Client is responsible for the fact that all the credentials of his personal account, the Trading Terminal, including the login and password, will be used only by him and will not be transferred for use by third parties. At the same time, the Client guarantees that he will not use the credentials of other participants of the trading platform of the Company (clients) for any kind of transactions.

4.18. The Client has a limited and non-exclusive right to use the Trading Terminal for the purposes and on the conditions provided for by this Agreement. In case of termination of this Agreement on any of the grounds, the rights of the Client regarding the use of the Trading Terminal are terminated at the time of termination.

4.19. The Client guarantees the correct behavior with representatives of the Company, otherwise the Company reserves the right to terminate the Agreement at any time.

4.20. The Client accepts the fact that the Company, its partners and other interested parties have or may have any kind of benefit, agreement or any legal relationship in relation to a trade (operation) in a trading platform, trading terminal, personal account, incl. Conflicting with the interests of the Client. So, the Company has the right:

- provide services, incl. advisory nature, both to partners and other Clients of the Company for assets in which they are interested, even if it conflicts with the interests of the Client;

- be an independent counterparty in relation to the asset;

- offer another partner as a counterparty to a trade transaction.

The Client agrees that, regardless of the presence of interest in a particular trade (operation) and / or conflict of interest, the Company acts in relation to the Client as it considers correct and expedient, without prior notice to the Client about its actions.

The Client also agrees that the Company may act on behalf of the Client with persons having agreements to receive goods and provide services with the Company or its affiliates. At the same time, the Company guarantees that such actions are carried out exclusively in the interests of the Client.

5. Rules for the rendered of services. Personal data.

5.1. The client guarantees to provide accurate, complete and reliable information about himself during registration. The information provided fully complies with the requirements of the registration forms on the Company's website.

5.1.1. The Client agrees to keep the information specified in clause 5.1 up to date and make timely appropriate adjustments in case of any changes within 3 (three) days from the date of such changes. Corrections are made by changing the data in the Client's trading terminal, personal account or in any other way agreed with the Company.

5.2. Upon completion of the registration process, the Client uses the login (unique symbolic name of the account) selected by the Client and the password to access the account (personal account). The Client is responsible for the security of his username and password, as well as for any actions performed using the account under the username and password of the Client.

5.3. After registration, the Client gets access to the trading terminal, the ability to manage his own Account by crediting funds to it for the purpose of conducting trades (operations), as well as the possibility of other actions under this Agreement.

5.4. If it is necessary to conduct various kinds of checks on the identification of the Client's identity and / or his funds, as well as the tools used by him, the Company reserves the right to request any documents of the Client. The Client agrees to provide all requested documentation within 5 (five) days from the date of receipt of such a request and in a manner agreed upon with the representatives of the Company.

5.5. In case of non-fulfillment by the Client of clause 5.1. - 5.4 of this Agreement, the Company has the right to suspend any trades (operations) on the Customer Account.

5.6. The Company reserves the right at any time to close (block) Client's access to the Trading terminal, including until the completion of the Client identification procedure.

5.7. The entrance to the Trading terminal is password protected, which the Client sets independently during registration. The client is fully responsible for the security of the password, including from third parties and possible unauthorized access to the Trading terminal. Any entrance to the Trading terminal will be considered performed by the Client, unless otherwise determined by the Company.

5.8. The Client understands and agrees that all actions and (or) orders made through the Trading terminal (by entering a password) are performed by the Client personally, unless otherwise specified by the Company.

5.9. The Client has the right at any time to change the password to enter the Trading terminal or restore it according to the rules established by the Company.

5.10. The Company hereby notifies that it does not provide the Client with trust or consulting services for managing the Client Account and trading. The Company does not manage the Client Account.

5.11. The Client agrees that the Company unilaterally, at its discretion, at any time has the right to refuse to execute any trade (operation) of the Client without prior notice to the Client and without giving any reason.

6. The Processing of Personal Data

6.1. The Company establishes the following methods of communication with the Client:
- Email;
- phone;
- SMS informing;
- postal items;
- fax communication;
- messages sent to the Client in the trading terminal, personal account, browser window, etc. (push notifications, reminders, service messages, etc.);
- announcements on the Company Website.
The Client hereby agrees to receive messages from the Company at any time.

6.2. Information (messages) sent by the Company by any method specified in clause 6.1 of this Agreement is legally binding and is considered received by the Client:

- after 1 (one) hour from the moment of its sending to the Client's e-mail;

- immediately after the completion of a telephone conversation with an authorized agent of the Company;

- immediately after sending an SMS message to the Client;

- after 7 (seven) days from the date of sending the letter by mail;

- at the time of its sending by fax;

- immediately after posting on the Company's website.

6.3. In order to transmit information, the Company uses personal data specified by the Client when registering on the Company's website, in accordance with clause 5.1. present Agreement.

6.4. To communicate with the Company, the Client uses the following contact details:

- Email:

- phone,

as well as other addresses and means of communication specified in the Agreement and on the website of the Company.

6.5. The Client agrees to receive from the Company information of a marketing, informational, advertising, technical and other nature, including including amendments to this Agreement by using the contact details of the Client, as well as through the Company Website.

6.6. The client has the right to refuse information referred to in clause 6.5. present agreement. For this, the Client will need to contact the technical support of the Company at the contacts indicated on the Site, or click on the "Unsubscribe" link, if such a method is provided by the Company.

6.7. In the event that the Client's personal information has not been timely replaced with the current one, all messages and notifications of the Company sent based on irrelevant information will be considered received by the Client under the conditions of section 6 of this Agreement.

7. Responsibility. Guarantees

7.1. The Client is responsible for independently familiarizing himself with all the legislative and other normative acts necessary to carry out actions and / or trades (operations) by the

Client under this Agreement, as well as for any movements in the market that have consequences for operations conducted by him.

7.2. The Client is responsible for reviewing all changes to this Agreement and its annexes, as well as changes on the Company's website and all subdomains of the Company's website available to the Customer.

7.3. The company provides services through the trading platform of the Company. The Company provides only assistance in the execution of trades (operations) by the Client, processing them in accordance with and on the terms of this Agreement.

7.4. The Company is not a representative of the Client. The Client hereby understands and agrees that the Company is not responsible for the profitability of the Client's trade (operation), leaving the right to process any trade (operation), incl. on conditions unfavorable for the Client, if requested by the Client under this Agreement.

7.5. The company is not responsible, incl. and financial, for any trades (operations) made by the Client through his account and (or) the trading terminal, as well as for the expenses of the client, losses, lost profits and other losses resulting from such operations.

7.6. The Company is solely liable for real damage caused to the Client as a result of the deliberate non-performance by the Company of its obligations under this Agreement.

7.7. Any trade (operation) executed through the Client's Account is considered to be executed personally by the Client. The Company is not responsible for unauthorized access of third parties to the Client's account, his account and the Trading terminal, and also does not check the circumstances contributing to this.

7.8. The Company is liable under the conditions stipulated by this Agreement only to the Client, without entering into legal relations with anyone other than the Client.

7.9. The company reserves the right at any time and without giving reasons to refuse to execute a trade (operation) for its own reasons.

7.10. The Company cannot guarantee uninterruptedly safe service, devoid of errors and protected from third-party access to the Client's trading terminals, including due to possible damage and malfunctions of the software, communication and / or breakdowns of the digital technology of its counterparties and / or Clients. The Client agrees that he has no claims for direct or indirect damage resulting from any malfunctions of this kind.

7.11. The Company is not liable for losses incurred by the Client as a result of force majeure circumstances that affected or could affect the operation of the trading platform, as well as its use by the Client.

7.12. The Client is liable for losses incurred by the Company as a result of:

7.12.1. instructions by the Client of false information during registration in the Company's trading platform, trades (operations), as well as any other information requested by the Company at its sole discretion;

7.12.2. non-submission by the Client of documents and (or) provision of fake (false) documents, incl. in accordance with section 5 of this Agreement, as well as its annexes;

7.12.3. the Customer's abuse of the Company's services, including due to the use of such methods, ways and / or specialized devices, systems when making trades (operations) that do not meet the principle of honesty and fairness;

7.12.4. distribution and / (or) use of confidential, internal and other other information about the Company and / (or) operations, which provided the Client with the opportunity to conclude (conduct) a trade (operation) on more favorable terms;

7.12.5. performance by the Client of actions agreed upon with other Clients of the Company's trading platform and / (or) any persons interested with the Client who entailed or may entail causing losses to the Company;

The Company means interested parties, including those who carry out any joint activity (with or without a legal entity), who are in any degree of kinship, partnership or any other kind of relationship, living at the same address, using unified devices involved in a trade the platform of the Company by the same Client (partner), as well as other persons that the Company in any given situation, considering the circumstances of the case, considers it interested;

The Client is responsible for all losses (diseconomy) incurred by the Company as a result of any operations (transactions) performed by the Client by an illegal and / or dishonest methods, as well as as a result of the Client's use of unlawful and / or dishonest methods of using the Bonus system. The classification of certain methods (procedures) of transactions with the Company (operations) and the use of the Bonus system as unfair (dishonest) is carried out by the Company independently and unilaterally.

7.12.6. commission by the Client of any other actions that the Company considers to be dishonest, dishonest in the transaction;

7.12.7. such use of the Company's software that the Company may qualify as illegal;

7.12.8. unfair use of possible software shortcomings, malfunctions, errors of the trading platform (trading terminal), which may entail or entailed the receipt by the Client of income;

7.12.9. Client's extraction of income as a result of using the technical features of updating the flow of quotes in the trading terminal;

7.12.10. abuse of information provided by the Company, as well as the services rendered to it, including as a result of the use of automated systems, algorithms, robotic structures, other software, various devices during the trade (operation), which do not meet the principles of conscientiousness, honesty and justice.

7.12.11. the amount of losses specified in clauses 7.12.1-7.12.10 of this Agreement, the Company has the right to debit from the account of the Client and (or) other persons directly related to a particular situation that will be established by the Company through technical and (or) other equipment;

7.13. The Company reserves the right to stop the execution by the Client of any kind of actions, both in the personal account and the Trading terminal, at any stage of their execution, if there were recorded actions aimed, in the opinion of the Company, to cause damage to the Company. The Company has the right to debit funds from the Client's account in favor of the Company.

7.14. The Company reserves the right to refuse to carry out any trade (operation) requested by the Client, to block its further execution, as well as to perform other actions without prior notice to the Client, if there are any claims to the Client arising from this operation or outside it (these , future or possible under certain conditions).

7.15. In the event that the Client violates the obligations under this Agreement and its annexes or if the Company has grounds to believe that the Client is violating the obligations, the Company reserves the right to:

7.15.1. change the amount of financial obligations to the Client and make appropriate adjustments to the balance of the Client's account;

7.15.2. block the Client access to the trading terminal. The Client agrees to eliminate all violations that caused the blocking within 30 days from the date the lock was set by the Company, otherwise the Company reserves the right to deduct all funds from the Client's Account. If the Client fulfills the obligation to eliminate violations within the time period specified by this clause, the Company has the right, but is not obligated to return the funds debited from the account;

7.15.3. block the Client's Account and terminate further execution of this Agreement without prior notice to the Client until the Client eliminates the violations in accordance with clause 7.15.2 of this Agreement;

7.15.4. at any time, close one or all operations of the Client and / or invalidate the trade (operation), stopping further provision of services under this Agreement. The Company has

the right to unilaterally terminate this Agreement by returning to the Client the funds contributed by it or without returning thereof.

7.16. The Client does not have the right to demand the return of funds debited by the Company in accordance with paragraphs 7.15.1-7.15.4 of this Agreement.

7.17. In the matter of events referred to in clause 7.15 of this Agreement and related to the Client's blocking in the Trading Terminal, his account or termination of the Agreement and the Client's exclusion from the participants of the Company's trading platform, the Client is not entitled to create a new account, incl. by entering invalid (alien) data when registering an account. The Company has the right to apply any consequences in accordance with paragraphs 7.15.1-7.15.4 of this Agreement.

7.18. In case of discrepancy between the information reflected in the Client's Trading Terminal and the information reflected on the Company's server when determining the economic efficiency of the transaction (financial result), the Company is not responsible for the discrepancies found and adjusts the data in accordance with the information available on the Company's server.

7.19. The Company is not liable for losses that the Customer incurred or may incur as a result of analysis and application of information posted on the Company's website. The Client undertakes to personally verify the analytical, financial and other materials provided by the Company for their accuracy, relevance, reliability, and also, if necessary, compare such materials with other sources. The company does not guarantee that the information transmitted by it through the trading terminal or in any other form is reliable and reflects the current market position. The Company hereby, for its part, undertakes to execute such a transaction, and the Client agrees that he is responsible for the result of the trade (operation) concluded on the basis of such information.

7.20. The Company is not liable for losses that the Customer incurred or may incur as a result of analysis and application of the information posted on the Company's website by attracted persons (third parties). The Client undertakes to personally verify the analytical, financial and other materials provided by third parties for their accuracy, relevance, reliability, and also, if necessary, compare such materials with other sources. The company does not guarantee that the information transmitted by third parties through the trading terminal or in any other form is reliable and reflects the current market position. The Company hereby, for its part, undertakes to execute such a transaction, and the Client agrees that he is responsible for the result of the trade (operation) concluded on the basis of such information.

7.21. The Client is informed that any trade (operations) concluded within the framework and under the terms of this Agreement are risky and difficult to predict, with a possible negative result (loss) and loss of both part and all funds credited by the Client to the account, as well as other losses, including punitive damages (accidental, special, indirect). The result of the operation is the responsibility of the Client.

7.22. The Client understands and agrees that losses resulting from a malfunction in the software, communication failures, computer network crashes, and other networks used to agree on the terms of the Client's transaction, as well as from unauthorized access by third parties (hackers), are not Company responsibility and occurred through no fault of its.

7.23. The Company does not bear any responsibility for any losses, expenses and losses of the Client, including as a result of the use of information in accordance with clauses 7.19-7.20 of this Agreement, if these losses are not the result of Company gross negligence , intentional default or fraud on behalf of the Company.

7.24. The Company shall not be liable for failure to fulfill and / or improper performance of its obligations arising from force majeure circumstances or other circumstances specified in this Agreement and its annexes.

7.25. Violation by the Client of obligations under this Agreement and its annexes is considered by the Company at any time, regardless of the limitation of such a violation.

8. Governing Law

8.1. This Agreement is concluded on the territory of Seychelles.

8.2. Services under this Agreement are provided on the territory of Seychelles.

8.3. The client agrees and has no claims that:

8.3.1. the terms of this Agreement and its annexes, as well as any questions regarding the interpretation of its provisions are governed by the law Seychelles;

8.3.2. the applicable law under this Agreement is Seychelles, according to which all disputes and disagreements between the Parties are resolved, and any procedural actions are taken;

8.3.3. The parties unconditionally submit to the jurisdiction of the courts Seychelles.

9. Procedure of Handling Disputes

9.1. All disputes and disagreements arising during the execution of this Agreement shall be resolved by the Parties through negotiations.

9.2. In case of failure to reach agreement during negotiations, the Client is entitled to send a written claim (statement) to the Company. The claim must be sent within 5 (five) days from the date of occurrence of the event, which was the basis for its submission.

9.3. The claim must simultaneously meet the following requirements:

9.3.1. contain personal data of the Client, in particular, last name, first name, middle name, number of the Client's Account, contact details (email and phone);

9.3.2. describe the conditions of the controversial situation with an indication of its date and time of occurrence;

9.3.3. to have references to all material circumstances of the case on which the requirements of the Client are based;

9.3.4. point-by-point reflect the evidence of a violation, in parallel referring to a specific paragraph of this Agreement and (or) the annex to it that has been violated by the Company;

9.3.5. reflect customer requirements. If the claim is expressed in monetary terms (monetary value), contain the exact amount and a reasonable calculation;

9.3.6. contain a list of applications to the claim (if any) and other evidence referred to by the Client. All attached documents must be certified by the Client.

9.3.7. Do not contain links to data from other sites or companies.

9.4. Claim may be directed by:

- Company e-mail abuse@quotex.io;

- Registered mail at Address: Suite 1, Second Floor, Sound & Vision House, Francis Rachel Str., Victoria, Mahe, Seychelles.

Claims sent in any other way are not accepted for consideration.

9.5. The Company reserves the right not to consider claims containing profanity, insults to the Company and / or its employees, disrespectful statements, as well as deprived of a reasoned description of the violated rights.

9.6. Based on the results of the consideration of the claim, the Company has the right to request, and the Client undertakes to provide, additional information and / or documents necessary for the consideration of the dispute.

9.7. When considering a Client's claim, the Company's server logs prevail over other evidence.

9.8. The Company is not liable for imperfect transactions, and also does not reimburse material damage, moral damage incurred by the Client as a result of a trade (operation) he has committed, including not responsible for lost profits of the Client and any other losses.

9.9. In case of non-compliance by the Client of any requirement specified in section 9 of this Agreement, including the deadline for filing a claim (Clause 9.2), the Company has the right to refuse to consider the claim to the Client.

9.10. The term for consideration of the Client's claim is 14 working days from the date of receipt of the claim by the Company, excluding the days of the Client submitting additional information (documents) requested by the Company under clause 9.6 of this Agreement.

9.11. If consent is not reached in the negotiation process, the Client has the right to apply to the court with mandatory observance of the pre-trial claim procedure, which includes:

- compliance with the requirements in the form and content of the claim in the manner prescribed by paragraphs 9.2, 9.3 of this Agreement;

- sending a claim by registered letter to the registration address of the Company requires mandatory subsequent confirmation of receipt of the letter by the Company or its legal representative;

- in the case of the expiration of the response period to the claim, the response period will be 60 (sixty) calendar days from the date of receipt of the claim by the Company.

9.12. Until the dispute is resolved, the Company reserves the right to block trades (operations) on the Client's account partially or completely.

10. Term and Termination of Agreement

10.1. This Agreement shall enter into force at the time of its conclusion, i.e. at the time of registration of the Client on the website of the Company and / or in its trading terminal and is valid for an indefinite period.

10.2. This Agreement may be terminated:

10.2.1. in writing by agreement of the Parties;

10.2.2. at the initiative of any of the Parties by unilateral refusal to execute the Agreement on the conditions provided for in section 10 of this Agreement;

10.2.3. The Company has the right to immediately terminate this Agreement by blocking access to the Client's trading terminal, the Client's account with the withdrawal of the balance of this account on the terms and conditions provided for by this Agreement.

10.3. The Agreement is considered terminated at the initiative of the Company from the date specified in the notice of termination of the Agreement sent by the Company to the Client.

10.4. In case of termination of the Agreement at the initiative of the Client, the Client shall send the Company a notice of unilateral refusal to execute the Agreement no later than 30 calendar days before the date of the planned termination. The notification must be in writing and sent by the Client in one of the following ways:

- Company e-mail abuse@quotex.io;

- Registered mail at Suite 1, Second Floor, Sound & Vision House, Francis Rachel Str., Victoria, Mahe, Seychelles.

10.5. The Agreement is considered terminated at the initiative of the Client in case of compliance with the requirements of clause 10.4. of this Agreement and subject to the absence of debts and / or other unfulfilled obligations on the part of the Client.

10.6. Termination The Agreement for any reason does not terminate the obligations of the Parties that arose during the period of its validity.

10.7. The Agreement is considered terminated from the moment the Parties completely fulfill their obligations assigned to them under the terms and conditions of this Agreement.

11. Force Majeure Circumstances

11.1. To the Force Majeure Circumstances (Force majeure) of Company is hereby referring at:

11.1.1. extraordinary and unavoidable circumstances under the given conditions, incl. wars, floods, fires, earthquakes and other natural disasters, strikes, terrorist acts, mass unrest, riots, changes in the current legislation, interruptions in the operation of software, electric networks, instability of the flow of quotes and so on, which, in the Company's opinion, led or could lead to a change in market conditions in relation to financial instruments (assets) and prevent the proper performance of obligations;

11.1.2. closing of any market, on the basis of which the Company builds quotes, its liquidation or suspension of activity, the introduction of special restrictions on such a market, certain conditions, as well as the occurrence or non-occurrence of any event within such a market.

11.2. In the event that the Company has identified the incident as force majeure, it reserves the right, without prior notice to the Client:

11.2.1. suspend, amend or cancel any clause of this Agreement until it becomes possible to comply with it;

11.2.2 at any stage of the transaction suspend or cancel the trade (operation), the result of which may be affected by such a circumstance;

11.2.3. take other actions (or inaction) both in relation to the Company itself, and in relation to the Clients, if the Company considers it appropriate under these conditions.

11.3. The Company does not bear any responsibility for non-fulfillment or improper performance of its obligations, as well as for losses allegedly caused to the Client if force majeure prevented this.

12. Final Provisions

12.1. All changes and additions made by the Company to this Agreement and its annexes are made unilaterally at the discretion of the Company and come into force from the date specified by the Company, without requiring prior notice to the Client.

12.2. In case of a change in the current legislation, various legal acts governing the subject of this Agreement, the rules and internal regulations of the trading systems that the Company uses to fulfill its obligations under the Agreement, the Company immediately makes the appropriate changes and / or additions to this Agreement and its annexes. Such changes shall enter into force simultaneously with the entry into force of amendments to regulatory documents.

12.3 All changes and additions made by the Company under the terms of this Agreement and its annexes are binding on all Clients of the trading platform, including Clients who have concluded the Agreement before the date of the changes.

12.4. The Client hereby acknowledges that it is responsible for reviewing any changes made by the Company to this Agreement and its annexes, as well as changes reflected on the Company's website and its subdomains. Thus, the Client undertakes to visit the Company's website and / or trading platform independently at least once a week in order to familiarize himself with the changes and / or additions.

12.5. Any information received by the Client from the Company or third parties, provided in writing, verbally or through posting on the Company's website, the Client is entitled to use only for the purpose of fulfilling this Agreement and its terms (and its annexes). The client does not have the right to distribute, store, distort such information.

12.6. Having the intention to conclude this Agreement and registering on the Company's website, the Client provides the Company with his personal data and gives the consent of the Company and its partners to their processing. The processing of personal data is carried out both using automated means of processing personal data of the subject of personal data, and without using automation tools. The purpose of processing the Client's personal data is the actions of the Company aimed at the implementation of this Agreement, conducting advertising, marketing, information campaigns, mailings, notifying the Client about ongoing promotions, events, as well as for other purposes determined by the Company. The actions include: collection, receipt, recording, systematization, accumulation, storage, clarification (updating, changing), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction, cross-border transfer of personal data. Consent is given by the Client for 75 years or until the expiration of the storage period for such information, fixed by the legislation in force at the place of registration of the Company. Such consent is valid until the date of its withdrawal by the Client by sending an appropriate appeal to the Company on the terms of the Privacy Policy in force in the Company. The processing of personal data by the Company is carried out in accordance with the principles of confidentiality and security, in compliance with the requirements for the protection of personal data, exceptions are the current legislative norms and force majeure circumstances.

12.7. The Client is not entitled to assign its rights and obligations or part of its rights and obligations under this Agreement to third parties. But the Client has the right to apply to the Company with a similar proposal, and the Company has the right to consider it. In the event that the Client commits any transfer of his rights and claims to third parties without the consent of the Company, the assignment will be considered invalid.

12.8. The Company has the right at any time to transfer the rights and / or claims (part of its rights and / or claims) under this Agreement to a third party. The third party undertakes to comply with the terms of this Agreement and its annexes. Assignment is carried out by the Company without prior notice to the Client and is deemed complete from the moment such information is displayed on the Company's website.

12.9. If one of the conditions of this Agreement (or its annex) or several conditions contradict the current legislation and are recognized by a court of competent jurisdiction as null and void, then such a condition will be considered as a separate part of the Agreement, without affecting the validity of the remainder of this Agreement.

12.20. In the event of a situation not regulated by this Agreement or its annexes, the Company will be guided by the generally accepted terms of business turnover in accordance with the principles of honesty and fairness.

12.21. This Agreement and its annexes may be published in various languages. In case of discrepancies in the texts of such Agreements, the Agreement published in English will prevail.

12.22. The text of the Agreement published on the Company's website takes precedence over texts published on other resources.

12.23. The meanings of the terms of this Agreement, regardless of whether they are capitalized or capitalized, are identical, unless otherwise follows from the terms of this Agreement.