



**PARADTRADE PLATFORM TERMS OF USE.**

Effective date "09" September 2020 please read the ParadTrade platform terms of use (hereinafter "Terms of Use") carefully before using it. If you wish to become our customer, you must read and accept these terms of use. If you do not agree with them, please do not use the platform.

## General terms of use

1.1 The terms of use are a contract which sets out the rights and obligations of the parties. The parties herein are understood to be, on the one hand, the client, on the other hand, the company Paradfintrades LLC (hereinafter referred to as the "Company"), which is the owner of the platform ParadTrade, located in the Internet at: <https://paradtrade.com/> (hereinafter referred to as the "Website", the "Platform").

1.2. By registering on the website, the client acknowledges that he enters into a contractual relationship with the company in accordance with these terms of use.

1.3 The terms of use may be amended in accordance with clause 1.7.

1.4 Any legally capable person as well as a legal entity registered on the platform may become a client.

1.5 The terms of use are an open offer for an indefinite number of people to enter into a contract for the provision of services.

1.6 The terms of use are effective from the moment they are posted on the website until they are amended or withdrawn by the company.

1.7 The company may amend the terms of use at any time and at its sole discretion. If the terms of use are amended, they will take effect as soon as they are posted on the website. The company also sends changes via the internal terminal to the client. Changes to the terms of use may be implemented by the company with an indication of the time of entry into force.

## 2 Definition of terms

The terms shall be interpreted on the basis of their essence and the content of these conditions of use.

Client - a legally capable individual over the age of 18 or a legal entity engaged in conversion operations on currency contracts on the platform.

Company - Paradfintrades LLC, registered in accordance with the legislation of St. Vincent and the Grenadines, with registration number: 586LLC2020, located at Suite 305 Griffith Corporate Centre, Beachmont, Kingstown, which provides services to clients for conversion arbitrage operations on currency contracts.

Conversion arbitrage operation is a transaction of exchange of currency of one country to the currency of another country in the agreed amounts. Currency contract or currency

contract - currency pairs available for trading activities in accordance with the specification of contracts.

Trade operation - a complex of actions on purchase or sale of contracts on currency.

Specifications of contracts - conditions of realization of trading activity: a spread, the size, the initial margin, etc. Instrument - currency pair or contract on a difference.

Spread - a difference between the best prices of purchase (Bid) and sale (Ask) of currency in a certain point of time.

Limit & Stop levels - the minimal allowed distance between the price level of the pending order and the current price level. The indicator is expressed in points.

Margin trading - actions for realization of currency transactions bypassing real exchange of currencies which is reached, thanks to possibility of use of leverage. All trades are carried out under the full netting or mutual settlement, i.e. without delivery of an underlying asset. Each operation in margin trading consists of opening and closing a position. As long as the operation is not closed by the opposite one, it is considered that the position is open.

Leverage - an indicator based on the ratio of the pledge amount and the volume of a currency trading operation. For example: leverage 1:100 means that for realization of operation it is necessary for the client to have on his account an amount, which is 100 times less than the sum of transaction.

Ask (Ask) - a current price level at which the client makes the purchase operation.

Bid (Bid) - a current price level at which the client makes the operation of sale.

The postponed order - the order of the client on opening/closing of a position in the future at the predetermined price. Basically the postponed order is used for opening of positions at observance of conditions of equality of current price levels in the future.

The volume of the trading operation - the indicator received by multiplication of the quantity of lots on their size.

Pledge - the security of the client, expressed in monetary form, for maintenance of its open positions.

Lot - the measuring unit of volume of the trading operation.

Quotation - a level of the price of the instrument, which is expressed in the price Ask or Bid.

Trading account - the client's account opened on the platform, for conducting conversion arbitrage trading.

Personal area - the client's personal electronic page on the platform, which can be accessed through a unique login and password combination or using social networks, and which is

used for client's account funding operations by means of bank cards, transfers, etc., as well as for withdrawals using payment systems. Personal area also serves as a source of information on the trading account.

Server - a software tool, the main purpose of which is to process the client's operations on his trading account. Client terminal - a special software device, necessary for the transmission of the client's orders for trading operations. The client terminal is configured to receive market corrections on currency pairs, news and reviews.

The order - the client's desire, fixed in the form of the order, for opening or closing of positions, change or modification of the order, and also its cancellation.

Currency of the trading account - type of currency in which all basic operations on the trading account are carried out: its replenishment, withdrawal of funds, calculation of profits or losses. In practice 3 types of currencies are used: rubles, dollars and euros.

Balance - the total amount of funds remaining on the client's account after all completed transactions and operations of withdrawal or replenishment.

The system of automatic deposit to the account - set of program technical means allowing the client to carry out operations on deposit to the trading account without participation of the operator of the company.

Non-market quotation - a mistake which can arise as a result of the trading operations, and which should be characterized by the presence of a gap.

Gap - the price gap, inside of which there were no quotations. Gap occurs due to the difference between the closing price of the previous candle and the opening price of a new candle. Online charts, this price gap is displayed as a vertical line. Most often, the gap occurs after the weekend. The reason for the gap is a change in fundamental data.

Long position - a position opened by the client with the purpose of expectation of growth of prices for the financial instrument in the future.

Short position - a position, opened by the client with the purpose of expectation of fall of price on the financial instrument.

Locked positions - short and Long positions with the same transaction volume, opened on the same trading account for the same financial instrument.

Hedging margin - the amount of the collateral for the overlapped positions, i.e. the client's collateral obligations on locked trades.

Swap - the certain payment for carrying over of execution of the order on the following working day. Swap can be both positive and negative. From wednesday to thursday the fee is accrued and charged in the triple amount.

Instant execution - system on which at execution of clients' orders the company is obliged to use the price fixed in the order, or not to execute at all. The company has the right both to offer a new price and to refuse execution. The order price is visible on the screen.

Market execution - a system in which client orders will be executed not at the price that is visible on the screen, but at the price at the moment the order is processed. The new price can be both better and worse than the price fixed in the order.

Free margin - funds on the trading account of the client which can be used for performance of conversion arbitrage operations. The free margin represents the difference between the total amount of financial resources and the collateral on previous transactions.

Funds - volume of financial resources accumulated on the trading account of the client. It is calculated by the formula:  $a + b - c$  (a - account balance, b - receipts, c - expenses).

Margin level - the percentage ratio of funds on the trading account to the collateral.

Floating profit - volume of profitability which has not been fixed at opening of a position of the financial instrument at incoming values of a rate.

Floating loss - the loss which has not been fixed at opening of a position of the financial instrument at incoming values of a rate.

Full completed transaction - a pair of transactions consisting of opposite operations of the same volume.

Server Log-File - the software tool created by the Server for the purpose of fixing all orders of the client and results of their processing or execution.

Stop out - the order of the company on compulsory closing of a position which is formed in an automatic mode. The client does not receive any notifications about position closing. The client can independently adjust this indicator: when the volume of funds approaches its boundary, he should close a part of positions, while reducing the collateral, or replenish the trading account.

Trade turnover - an aggregate value of all operations made by the client for a certain period of time. Unit of trade turnover is a lot. Trade turnover on the financial market shows intensity of use of assets of the market.

The real trading account - the client's account on which all its assets have equivalent monetary value. The real account allows carrying out currency trading operations for real money resources. Profits made in the course of trading activities will be real, and losses are backed by the cash equivalent.

Demo trading account - the client's account on which the deposited assets have no monetary value. It is used as a teaching aid for trading activity on the currency market. The risk of financial losses on a demo account is not supported by real cash assets.

VPS-server - the virtual allocated server provided to the client by counterparts of the company. Its availability guarantees automatic stable trade even in case of technical or software failures in operation of computer devices of the client. VPS-server emulates the work of a separate physical server. On one computer device there can be several servers simultaneously.

Fluctuations of exchange rates - change in the price level for a certain period. This indicator is influenced by many factors, among which an important role belongs to changes in the prices of exported and imported products.

Bar/Clip - the basic element of a chart which reflects price levels of opening/closing positions, price points of maximum or minimum for a certain period. When using the MetaTrader 4 terminal, the bars/candles are displayed according to the bid price level. A candlestick consists of a black (sometimes white) body and a shadow (upper/lower). The borders of the shadow show the maximum and minimum of the price for the selected period. A bar, unlike a candlestick, does not contain a "body". The bar is drawn in the vertical shadow, where the opening and closing prices for the selected period are shown as a horizontal line.

Chart - a representation of currency pairs in the financial market. It is a stream of quotes, represented graphically, consisting of Bars/Clips and lines. When using the MetaTrader 4 terminal, the display of Bars/Clips is based on the bid price level. The chart can display the price movement for any selected time period - from a few minutes to several years.

Making an advance payment is the client's unconditional obligation to the company, fixed in these terms of use.

Limit & Stop levels - a condition, according to which the order cannot be executed closer than the minimum number of points to the price. This condition is specified for each financial instrument. You can read it in the contract specifications.

### 3. Purpose of use of the platform

3.1 The client agrees to use the platform in strict compliance with these terms and conditions and applicable law.

3.2 The terms of use set forth the mutual obligations of each party, as well as the basic rules for using the platform in order for the company to provide the following services to the client:

- Opening a trading account;

Providing access to the "Client Portal" service.

3.3 The client shall have the opportunity to open one personal area. The number of trading accounts must not exceed 50. In case of violation of the terms of use, the company has the right to restrict the client's access to the trading accounts and to the "myAlpari" service. In case of proper fulfillment of the obligations fixed in the terms of use, the company assumes

all issues on the organization of trading, and the client acquires the ability to enter into foreign exchange contracts. 3.4.

3.4 In the course of cooperation the client can be provided with information and consulting services. At the same time the client has no right to request the information which will motivate him to make transactions. For example: to request investment or trade recommendations. The company can provide such information to the client at its own discretion, but it doesn't bear any responsibility for its application.

3.5 The company has the right to suspend the trading account if the client has not made any trading operations within 45 days.

#### 4. Registration on the website and opening a trading account

4.1 The client's right to conduct trading operations on currency contracts on the platform arises after he/she registers.

4.2 During registration, the client completes a registration form on the site, indicating their email address and phone number, generates a unique access password and fills in other data provided in the registration form. Access to the client's myAlpari arises after the registration and its activation with the help of a letter, which is sent to the e-mail address specified by the client.

4.3 The client shall provide truthful and complete information when completing the registration form on the website and keep it up to date. The client confirms and guarantees that the data provided by him during registration on the website is true.

4.4 The client is responsible for the authenticity of the documents and their copies provided to open a trading account. In case of doubt, the company has the right to verify the authenticity of the information and refer to the country of the issuer of such documents. If it is detected that such documents are falsified, the client will be held liable on the basis of the legislation of the country of the issuer of such documents. The company shall have the right to unilaterally suspend the client's access to the "Personal Area" service until the circumstances are clarified.

4.5 If the company discovers that the information provided by the client is untrue, his registration on the Website may be cancelled or access to the client's myAlpari may be (temporarily) suspended until the untrue information is corrected. The company shall notify the client of uncovering false information by sending the appropriate notification.

4.6 The client shall be directly responsible for maintaining the confidentiality of his/her personal office (login and password), as well as for all actions performed with the personal office.

4.7 The client has no right to transfer, sell or otherwise dispose of his login and password for the purpose of accessing the platform to third parties. The client shall be responsible for the actions of the third party, to whom the login and password were transferred.

4.8 If the client has reason to believe that his email address and password used to access the platform have been disclosed or can be used by third parties, he must immediately notify the company and change the login authorization data. The company shall not be liable for any losses caused by unauthorized use of the client's myAlpari.

4.9. By accepting the terms of use, the client agrees to receive informative messages to the e-mail address and/or cell phone number specified during registration from the company.

4.10. The opening of a trading account is carried out simultaneously with the registration on the platform by filling out the registration form.

4.11. The MetaTrader 4 Platform allows working with two currencies: USD and EUR. The client should decide on the type of currency and fix it in the registration form. The company can increase or decrease the number of available currencies at its own discretion.

4.12. The possibility of the client to carry out trading operations on currency contracts arises only after acceptance of these terms of use. - A type of chart displaying a sequence of connected closing prices for a certain time period with the current price. When using the MetaTrader 4 terminal, the display of Bars/Clips is based on the bid price level.

## 5. Procedure of mutual settlements

5.1 Depositing and withdrawal of funds from the trading account is made by the client either in euros or in cryptocurrency.

The client has the right to withdraw any amount, provided that this operation does not lead to insufficient margin and closing of the position by force. 5.3.

5.3 Orders of the client on deposit or withdrawal of funds from the trading account shall be executed in the working mode of the payments department of the company: daily from 8:00 a.m. to 3:00 p.m. The order is subject to execution within 2 days.

5.4 If the trading account of the client is deposited automatically, the company is obligated to transfer the funds to the client's account within 2 (two) days after receipt of funds to its requisites. If the account is used for speculative purposes, for example, for the purpose of conversion, the company has the right to refuse to execute the transfer.

5.5 All commissions and other expenses connected with transfer of means from the trading account are incurred by the client.

5.6 In case of conversion of funds from another currency into the currency of the account when depositing to the trading account, the return of funds is made at the rate at which the deposit took place.

5.7 If there is an obligation to pay any amount in favor of the company, this amount must be received on its account no later than 2 (two) working days from the date of occurrence of such an obligation.



5.8 In the event of a negative balance on the trading account, the company has the full right to repay the debt at the expense of other accounts of the client's myAlpari.

## 6. Powers and responsibilities of the parties

6.1 Confidentiality of the information is completely within the authority of the client. The company is not responsible for unauthorized access to the trading account of the client with the use of logins and passwords. Personal information of the client should be kept confidential.

6.2 The client is responsible for all operations carried out on the trading account.

6.3 The client undertakes not to violate the terms of use.

6.4 The company has the right to demand the documents certifying the client's identity and address.

6.5 In case of change of personal data, the client is obliged to inform the company about it in due time.

The company has the right to require the client to confirm the legality of funds deposited on the trading account. 6.7.

6.7. By accepting these terms of use the client consents to the transfer of his/her personal data by the company at the request of law enforcement authorities in order to clarify the legality of the funds on the trading account.

6.8 If the law enforcement authorities have doubts about the legality of the trading operation on the client's account, the company is obliged to block it and the whole amount of funds on it until all the circumstances are clarified.

6.9 In case of violation of these terms of use or if the company doubts the nature of the origin of the client's funds, the company has the right to cancel the conducted operations of the client.

6.10. In some cases, the company has the right to recognize the made operations as non-market in the presence of documentary proofs.

6.11. The Client is obliged to maintain the necessary level of the collateral for the opened transactions in accordance with the set leverage for his trading account. In case of insufficient collateral, transactions can be forcibly closed or cancelled by the company.

6.12. The client shall not use enrichment strategies based on the use of flaws and shortcomings of the software. Hacking of the platform is prohibited.

6.13. The information posted on the company's website is of an informative nature only. The client shall be responsible for any action or inaction based on it.

6.14. The client has the right to terminate these terms of use by notifying the company in writing of his/her intention.

6.15. The company undertakes to terminate the Terms of Use with immediate effect in relation to the customer from whom the notice of termination of the terms of use has been received.

6.16. Upon termination of the agreement, all parties must settle their obligations to each other.

6.17. The company does not deal with tax issues. The client should independently take care of the timeliness of the submission of tax returns and the payment of mandatory taxes and fees.

6.18. The company and the client shall be liable for the non-performance or improper performance of their obligations under these terms of use in accordance with applicable law, unless otherwise provided by these terms of use.

6.19. The customer undertakes not to violate or attempt to violate the provisions of these terms of use. If the company, at its discretion, determines that the customer has violated or attempted to violate these terms of use, the customer's access to the website may be terminated. The company reserves the right to report violations committed by the client to the authorized state bodies.

6.20. The client hereby agrees to indemnify and hold harmless the company from any claims or demands from any third party, due to or arising out of the client's violation of these terms of use or the terms of the documents to which they refer, as well as in the event that the client violates any law or third party rights.

## 7. Regulations of trading operations

### 7.1 General provisions

7.1.1 The company works in a round-the-clock mode 5 days a week: from monday to friday. Only during working hours the client has the right to submit orders of the company.

7.1.2. The following orders of the client are fixed by the terms of use: opening or closing of a position, its modification or deletion. Any order shall be transmitted directly through the terminal.

7.1.3. The opening of a position offers a margin call, or margin, which directly depends on the Leverage. If there is a Locked Position on the trading account, the client shall have a hedging margin in the amount that secures the transaction to one side.

7.1.4 It is the client's responsibility to maintain a sufficient level of position security. In the event that the risk on an open position exceeded the client's financial collateral on the Trading Account, the results of transactions may be cancelled.

7.1.5. 1 (one) hour before holidays or weekends, the company may not execute the client's orders, if the margin level decreases to a level of 500% or lower when executing them. Such a phenomenon is observed at the Leverage 1:500. If at the moment of submission of the client's order the margin level has already reached less than 500% or is equal to this mark at Leverage 1:500, the company can refuse its execution.

7.1.6 Similarly, 1 (one) hour before holidays or weekends, the company has the right to increase margin requirements on accounts with open positions up to 500%, to increase the guarantee of security of open positions at the moment of opening of the next trading day.

7.1.7 If the balance of the trading account does not meet the terms of the Leverage, the company shall have the right to unilaterally change its size.

7.1.8 The leverage and the balance of the trading account shall comply with the following proportions:

- If the balance is less than 10 thousand US dollars, the allowable value of Leverage is 1:1000;
- If the balance is more than 10 thousand US dollars but less than 100 thousand US dollars, the allowable level of Leverage is from 1:100 to 1:200;
- if the balance is more than 100 thousand US dollars, the leverage may be 1:100;

7.1.9 Positions that are opened during the time period from 23:59:30 to 23:59:59 are automatically carried over for execution on the next working day. Transfer of open positions is characterized by charge of swap or storage. It can be both positive and negative. Its value can be seen in the specification of contracts.

7.1.10. In case of violation of the conditions of leverage, the company has the right to cancel transactions on the trading account of the client.

7.1.11. If the swap-free (swap-free) service is connected to the trading account of the client, he can not pay swap or store.

## 7.2 Operations on opening and closing of positions

7.2.1 Operations of the client on opening a position must contain information on the instrument and volumes of the investment. When closing a position the client shall only state the number of the order to be liquidated in the Instruction.

7.2.2. The client Instruction to open a position shall not be executed until the trading Account is checked for free margin. If the required amount of the hedging or Initial margin exceeds the amount of the free margin, the execution of the Instruction will be rejected. The reason for rejection in such case is insufficient funds or not enough money.

7.2.3. the client order is not processed at once. At first it is queued for processing by the server. At the moment when it is accepted for processing, the client terminal receives a

message: "Order is accepted" or "Accepted for processing". Until the moment the client receives this message, the client retains the right to cancel or revoke the order. At the moment when it is the turn of the order to be processed, the customer receives a message: "Order is in process" or "Accepted for execution". After receiving such message, the client cannot cancel or change his order. 7.2.4.

7.2.4 In the course of processing of the client's order the price specified in it is compared with the current price. If they differ, the company offers a new price with the message "Requote". If the client has not reacted to the change of the price within 3 seconds, it is considered that it has refused the trading transaction. The given development of a situation is appropriate only at Instant Execution.

7.2.5. When market execution is used, the instruction is executed at the current price at the moment of processing of the client's instruction.

7.2.6 The client's orders of the company shall be recorded in the server log-file. Only after occurrence of the corresponding record it is considered that the Instruction to open a position has been processed, and the position is open. An Instruction to close a position shall be deemed processed and the position shall be deemed closed only from the moment the corresponding record is made in the log-file.

7.2.7 The client's Instruction to close a position shall not be executed if at the moment of its receipt this position is being processed at stop loss or take profit. In this case, the client receives a message: "Off quotes" or "No price".

### 7.3 Pending orders

7.3.1. if necessary, the client has the right to place pending orders. The client may give the following orders for execution:

- Buy Stop - The order on opening a long position, based on equality ask of the future price to the established value. It is carried out if the current price level is less than the value established in the opening order.

Sell Stop - The order on a short position which is based on equality of the future price bid to the fixed value. It is carried out if the current price level is more than the value set in the order opening order.

Buy Limit - The order on a long position, based on equality of the future price ask to the fixed value. It is carried out if the current price level is more than the value established in the order opening order

Sell Limit - an order for a short position which is based on equality of the future price bid to a fixed value. Executed if the current price level is lower than the value set in the order opening order

Stop Loss - order to close a position based on the equality of the future price to a fixed value. The main purpose of this order is to minimize financial losses caused by the

movement of the price of a financial instrument in an unprofitable direction. Stop loss is directly linked to an open position or a pending order. When checking this condition, the price bid - for long positions and ask - for short positions is used.

- Take Profit - Order closing order, based on equality of the future price to a fixed value. The order is intended for profit in case of achievement by a financial instrument of a predicted level. Execution of this order always leads to closing a position. Take profit takes place at an open position or a pending order. The price bid - for long positions and ask - for short positions is used to check the conditions of the order.

7.3.2 The client has the right to attach stop loss and take profit to orders to open positions. At the moment when the pending order triggers, they are automatically attached to the open position. Please note that stop loss and take profit are executed only for open positions.

#### 7.4 Placing pending orders

In order to place pending orders the customer shall specify the following data: Stop loss and take profit price level, pending order execution time. 7.4.2.

7.4.2. the pending order will not be placed, if the main and additional parameters are incorrect.

7.4.3. the company may refuse to execute a pending order if the amount of funds on the trading account is much less than the deposit required to execute the order;

7.4.4. the company has the right to refuse to execute the order, if the price level does not fit the condition "Limit & Stop Levels".

7.4.5. only after the corresponding record appears in the log-file it is considered that the order is placed and the client's instruction is executed.

#### 7.5 Modification and cancellation of pending orders.

To modify Orders of Buy Stop, Sell Stop, Buy Limit, Sell Limit type, the client must specify Take Profit, Stop Loss value and price level. 7.5.2.

7.5.2 To modify orders to close Take Profit and/or Stop Loss Orders linked to open positions, their values shall be specified. If an order is accepted for processing, no modification or deletion actions shall be allowed.

7.5.3. in order to delete Take Profit and/or Stop Loss orders, the customer shall specify zero price level values for them.

7.5.4 The order is considered modified or cancelled from the moment the corresponding record appears in the server log-file.

#### 7.6 Order execution procedure.

7.6.1 The order buy stop will be executed only when its level is equal or lower than the current quotation ask.

7.6.2 A Sell Stop order will be executed only when its level is equal to or higher than the current bid quote.

7.6.3 Buy Limit order is accepted to execution when its level is equal or higher than the current ask quotation.

7.6.4 The order Sell Limit is accepted to execution if its level is equal or lower than the current quotation bid.

7.6.5 A Take Profit order to open a long position is accepted for execution if its level is equal to or lower than the current Bid quote.

7.6.6 A Stop Loss order to open a long position is accepted for execution if its level is equal to or higher than the current bid quote.

7.6.7. A Take Profit order to open a short position is accepted for execution if its level is equal to or higher than the current ask quote

7.6.8. A Stop Loss order to open a short position is accepted for execution if its level is equal to or lower than the current ask quote.

7.6.9 At the stage of processing of Buy Stop, Sell Stop, Buy Limit, Sell Limit orders the client trading account is checked to identify the sufficiency of free margin. If there is not enough free margin on the trading account the order will not be executed. It is automatically removed and the client receives a message: "Not enough money".

7.6.10. Some orders are executed at the current price at the moment of their processing. To them belong: Buy Stop, Sell Stop, Stop Loss. On the price of the order Buy Limit, Sell Limit, Take Profit are executed. If there are "better" prices during processing of the order, it is executed on them. This process is called "positive slippage".

7.6.11. If there is a price rupture, Buy Stop and Sell Stop orders with exposed Take Profit should be cancelled (deleted)

7.6.12. When the corresponding record appears in the log-file the pending order begins to be considered executed.

## 7.7 Compulsory closing

7.7.1 The company has the right to make a unilateral decision on closure of trading positions, if on the client's account the volume of margin will be equal to level Stop Out or below it. Thus, it can not notify about compulsory closing of positions of the client. Stop Out value may differ for different accounts:

- Stop Out value for Live accounts in Metatrader 4 is 30%;

7.7.2 Forced closing of a position is carried out in an automatic mode. In this case, a corresponding mark (record) is made in the Log-file.

7.7.3 In some cases, the client is notified about the forced closing of positions 1 (one) working day in advance. If the margin falls below the value of Margin Call, after 1 (one) working day the position will be automatically closed. For different accounts the Margin Call value can vary significantly: Margin Call for Live accounts in Metatrader 4 is 100%.

## 8. Deposit or Withdrawal of funds from trading account

8.1 Funding of the trading account is made only through the payment systems available in the client's myAlpari. Services are deemed paid if funds are credited to the company's account.

8.2 The risk of financial losses associated with late crediting of funds by the company to the trading account of the client, is entirely on the client. The Company does not bear any responsibility for non-receipt of funds to the client's account. 8.3.

8.3 If a third party deposits to the trading account, the company has the full right to refuse to credit these funds. Besides, it can write off funds of the third parties from the client's account, which were received earlier. In both cases, the company sends the funds to the details from which they were credited to the trading account. All commissions and costs associated with the transfer are fully borne by the client.

8.4 If the deposit is made in a currency other than the account currency, its conversion is made at the internal rate established by the company.

8.5 If the client has submitted an application for withdrawal of funds from the trading account, they are withdrawn at the internal rate of the company at the time of its processing. The client has the right to withdraw funds through any payment systems specified in myAlpari. In this case, all costs associated with the withdrawal of funds shall be considered the client's expenses. The client shall be fully responsible for providing information for the withdrawal of funds. The company, in its turn, may charge an additional fee from the client's account, if the payment system of its replenishment and the payment system of its withdrawal differ. The amount of additional commission directly depends on the costs incurred by the company in processing the application for debiting.

8.6 In the absence of sufficient trading turnover, funds can be withdrawn only through the payment system, through which they were credited to the account. The criterion of sufficiency of a trade turnover is established by the company at its own discretion.

8.7 The company may reject a withdrawal request if the details of the same payment system differ significantly for deposit and withdrawal operations. The withdrawal itself from the trading account shall be carried out within 2 (two) working days from the confirmation of the client's application for withdrawal in myAlpari. The company is fully entitled to write off the compensation provided to the client in case of insufficient trading turnover or if a violation of the Terms of use is detected (e.g. when using the trading account for currency conversion).

Thus, the criteria of sufficiency of the trading account the company establishes at its own discretion.

8.8 After the funds transferred by the client by means of a plastic card have been successfully credited to the client's account in the company, the company's obligation to provide the service of crediting the amount of payment is fulfilled in full and cannot be challenged.

8.9 Funds credited to the account by means of debit (credit) cards may be withdrawn, provided that they are legal. The legality of funds is checked by the operator within 30 (thirty) days, after which they can be withdrawn.

8.10. Funds credited to the trading account using bank cards, including credit cards, as well as profits derived from trading activities, can be withdrawn not earlier than 15 (fifteen) days from the date of the last crediting. During this period the company checks legality of funds. If the payment system has suspended activity for any period, the company has the right to increase the terms of withdrawal until the full recovery of the system

8.11. Funds can be withdrawn from the trading account through exchange services. To do this, the client is required to specify in the application reliable personal information: name, address, passport data, etc. The company is obliged to check all withdrawals for the legality of financial activity.

8.12. If for any reason the request for a deposit to the trading account cannot be processed immediately, it shall be executed within 24 (twenty-four) hours from the moment of receipt from the client. In the case of direct deposit to the account by transferring funds to the company's details, the client is obliged to form a notification of the deposit in his Personal office.

## 9. Claims, settlement of conflicts

9.1 A claim shall be made in accordance with the regulations of trading operations. The company shall be obligated to review the claim within 5 days from the date of its receipt. If the subject of the claim is the lost profit, the company has the right to refuse to consider the claim. Profitability of trading operations completely depends on the client. Moral damage is also not included in the scope of compensation. In case of the decision of the claim on the basis of the terms of use, the company has the right to find an answer to it on the basis of its business practice.

9.2 If the client believes that the company has violated the terms of use, he may file a claim. It represents a set of the client's claims, recorded in writing, related to the poor quality of the services provided by the company. In order to form a claim, the client shall fill in a special form, it can be received by mail. After the registration it will be assigned a special identifier - a ticket. All claims, which are issued without filling in the special form, will not be considered by the company. It is categorically forbidden to use obscene language.

Claims are accepted only on real trading accounts of the client, the demo versions in this list are not included.



When making a claim, the client shall specify the following data

Names (his name or the name of the legal entity for which the account is registered);

Personal data (name or name of the legal entity for which the account has been opened);

- Login to the system;

Ordinal numbers of "disputable" orders;

A description of the dispute and the Terms of Use which, in the client's opinion, the Company has violated.

9.5 The company will reject a claim if:

- Abusive language or offensive words are used in its text
- More than two (2) business days have passed between the occurrence of the grounds and the filing of the claim;
- It deals with issues of quotation rates posted by the company and other information systems;
- It concerns issues of communication on the part of the client or the company's server.

9.6 It is considered that if there is no corresponding mark in the Log-file, the client did not try to place the order. The claim shall be considered on the basis of the information from the Log-file.

9.7 If the client posts knowingly false information discrediting the company's reputation on public resources, the company shall have the right to demand compensation for the damage caused.

9.8. If the client accepts the agreement on trade on VPS-server, he is fully responsible for possible financial losses connected with technical failures on the Server.

## 10. Disclaimer of warranties and limitation of liability

10.1 The client agrees that he uses the platform at his own risk. The company does not guarantee the accuracy and completeness of the information available on the Website. The company does not guarantee that the operation of the Platform will be uninterrupted, error-free, or free of malware or other defects.

10.2 If the client is not satisfied with the conditions and/or quality of the platform, he/she must stop using it.

10.3 By using the platform, the client guarantees that the funds he uses to carry out financial transactions belong to him legally.

10.4 The company shall not be liable for any damage, losses (direct, indirect, consequential, accidental) and lost profits resulting from the disruption of the website and/or the use or inability to use the platform.

10.5. IN NO EVENT SHALL THE COMPANY OR ITS EMPLOYEES OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INTENTIONAL, INCIDENTAL, DERIVATIVE OR PUNITIVE DAMAGES ARISING OUT OF, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OR INABILITY TO USE THE SITE, ITS CONTENT, MATERIALS OR THE PERFORMANCE OF RELATED FUNCTIONS.

10.6. Any interaction of the client with the website (including, but not limited to, registration, actual use) means the unconditional consent of the client that he/she uses the website at his/her own risk "as is".

## 11. Intellectual property rights

11.1 All components of the site and the platform in general belong to the company and are protected by intellectual property rights laws. All rights are reserved.

11.2 The client acknowledges and agrees that all content and materials available on the site are protected, including but not limited to copyrights, trademarks, patents, trade secrets, know-how. Reproduction, copying or redistribution for commercial purposes of any materials or elements of the Site without the written permission of the company is strictly prohibited.

11.3 Except for the cases specially established by the company, the client undertakes not to perform actions that infringe intellectual property rights of the company, including, but not limited to: sale, import, export, licensing, leasing, modification, distribution, copying, reproduction, transfer, public demonstration, public performance, publication, adaptation, editing or creation of derivative works from materials, design elements or content of the Site. Use of content, materials, other intellectual property rights of the company for any purpose not expressly specified in these terms of use is strictly prohibited.

## 12. Applicable law and dispute resolution

12.1 The customer agrees that these terms of use and the relationship between the customer and the company shall be governed by the law of England and Wales.

12.2 All disputes that may arise between the company and the client during the performance of the terms of use, the parties will try to resolve through negotiations.

12.3 All disputes, disagreements or claims arising under or in connection with this agreement, including those relating to its breach, termination or invalidity, shall be settled by the London Court of International Arbitration in accordance with the Arbitration Act 1996. The decision of the Tribunal shall be final and binding on the parties. The arbitral tribunal shall consist of one arbitrator and the language of the arbitration shall be English. The parties

waive any rights of appeal or evasion from such arbitration and recourse to a court or other judicial authority. All costs of the arbitration shall be borne by the losing party.

### 13. Final provisions

13.1 The Terms of Use are concluded between the client and the company regarding the order of using the Site and its services and replace all previous agreements between the client and the company.

13.2 Any grammatical, syntactic and other mistakes, misspellings, etc. shall not be interpreted by the parties contrary to the purpose of the terms of use.

13.3 The company shall be entitled to perform preventive maintenance on the site and the server with temporary suspension of the platform.

13.4 In the case of force majeure circumstances, as well as accidents or failures in the hardware and software systems of third parties, or actions of third parties aimed at suspending or terminating the functioning of the website, the platform may be suspended without prior notice to the client.

13.5 Nothing in these terms of use shall be construed as establishing between the client and the company an agency relationship, a partnership relationship, a joint venture relationship, a personal employment relationship, or any other relationship not expressly provided for in the terms of use.

13.6 Failure to act on the part of the company if the customer or other third parties violate the provisions of the terms of use shall not deprive the company of the right to take appropriate action to protect its interests at a later date.

13.7 If for any reason one or more provisions of these terms of use are deemed invalid or unenforceable, this will not affect the validity or enforceability of the remaining provisions of the terms of use.

13.8 The terms of use are in Russian, and in some cases may be made available to the customer in another language. If the text of the terms of use in another language differs from the Russian version of these terms of use, the provisions of the Russian version of these terms of use shall apply.

### 14. Company's requisites

Name: Paradfintrades LLC Registration Number: 586LLC2020 Address: Suite 305 Griffith Corporate Centre, Beachmont, Kingstown