# **Terms and Conditions**

This Privacy Policy applies to Trendscentre (hereinafter "the Company").

- 1. General
- 1.1. The Company will open a trading account for the Client upon receiving the required identification documents and approval of this Agreement by the Client.
- 1.2. Access to the Client's account by the Client will be in accordance with the Terms and Conditions of this Agreement.

#### 2. Electronic Trading

By signing this Agreement, the Client is entitled to apply for access codes, within the Company's electronic systems, to be able to give orders for the purchase or sale of Financial Instruments with the Company, through a compatible Personal Computer of the Client, connected to the Internet. The Client acknowledges and understands that the Company reserves the right, at its discretion, to terminate the Client's access to the Company's electronic systems or part of them in order to ensure the effective and efficient operation of its systems and protect the interests of all its Clients and its own. In such cases, the Company may close any or all trading accounts of the Client under.

The Client agrees and states that he will keep the access codes in a safe place and not reveal them to any other person. He will not proceed and avoid proceeding in any action that could probably allow the irregular or unauthorized access to or use of the Electronic System.

The Client agrees not to use the platform in an abusive way by lag trading and/or usage of server latency, price manipulation, time manipulation, and similar practices. In such a case, the Company will reverse all related Client's trades and close any or all trading accounts of the Client.

The Client will make all necessary efforts to keep his access codes secret and known only to him. Also, the Client will be liable for all orders given through and under his access codes, and any such orders received by the Company will be considered as received by the Client. In cases where a third person is assigned as an authorized representative to act on behalf of the Client, the Client will be responsible for all orders given through and under the representative's access codes.

The Client undertakes to notify the Company immediately if it comes to his attention that his access codes are being used unauthorized.

The Client acknowledges that the Company will not take action based on orders transmitted to the Company using electronic means other than those orders transmitted to the Company using the predetermined electronic means.

The Client agrees to use software programs developed by third parties, including but not limited to the generality of those mentioned above, browser software that supports Data Security Protocols compatible with protocols used by the Company. Moreover, the Client agrees to follow the access procedure (Login) of the Company for Electronic Services that support such protocols.

The Client acknowledges that the Company bears no responsibility if unauthorized third persons have access to information, including electronic addresses, electronic communication, and personal data, when the above are transmitted between the Client and the Company or any other party, using the Internet or other network communication facilities, telephone, or any other electronic means.

The Company is not an Internet Service Provider nor is responsible for any electricity failures that prevent the use of the system and cannot be responsible for not fulfilling any obligations under this Agreement because of the internet connection or electricity failures. In the case of such electricity/communication/Internet failures, and if the Client wishes to execute a position, then he must telephone our operators on the phone line and give a verbal instruction. The Company reserves the right to decline any verbal instruction in cases where its telephone recording system is not operational or in cases where the Company is not satisfied with the caller's/Client's identity or in cases where the transaction is complicated and reserves the right to ask the Client to give instructions by other means.

The Client acknowledges that the Company bears no responsibility for any loss of the Client due to inability of the Client to access the Company's Trading Platform if this inability was (1) a result of the Client's failure to keep the Trading Platform software provided to the Client up to date with all necessary updates and upgrades, (2) caused by any other mechanical, software, computer, telecommunications or other electronic systems failure in the control of the Client or the Company.

The Company is responsible for keeping its Trading Platform, and other electronic system used with the latest updates and upgrades originated from the relevant software/hardware provider and performing any necessary restarts of the

Company's Servers which are either under the Company's control or not, in order to ensure the efficient and effective operation of its electronic system. These actions may cause any electronic system, including the Company's Trading Platform being inaccessible by the Client for a period of time. The Client acknowledges that the Company bears no responsibility for any loss of the Clients caused due to the actions described herein or any other maintains action.

#### 3. The Safe Execution of Trades

3.1. The Company will, in certain circumstances, accept instructions, by telephone or in person, provided that the Company is satisfied, at its full discretion, of the caller's/Client's identity and clarity of instructions. In case of an Order received by the Company in any means other than through the electronic Trading Platform, the Order will be transmitted by the Company to the electronic Trading Platform and processed as if it was received through the electronic Trading Platform.

The Company reserves the right, at its discretion, to confirm in any manner the instruction and/or Orders and/or communications sent through the Communication System. The Client accepts the risk of misinterpretation and/or mistakes in the instructions and/or Orders sent through the Communication System, regardless of how they have been caused, including technical and/or mechanical damage.

The Client has the right to authorize a third person to give instructions and/or orders to the Company or to handle any other matters related to this Agreement, provided that the Client has notified the Company in writing, of exercising such a right and that this person is approved by the Company fulfilling all of Company's specifications for this. Unless the Company receives a written notification from the Client for the termination of the said person's authorization, the Company will continue accepting instructions and/or orders given by this person on behalf of the Client, and the Client will recognize such orders as valid and committing. The abovewritten notification for the termination of the authorization to a third party has to be received by the Company with at least 2 days' notice.

Once the Client's instructions or Orders are given to the Company, they cannot be revoked. Only in exceptional circumstances, the Company may allow the Client to revoke or amend the relevant instruction or Order. The Company has the right to proceed to a partial execution of the Client's Orders.

3.2. The transaction (opening or closing a position) is executed at the "BID" (Buy)/"ASK" (Sell) prices offered to the Client. The Client chooses a desirable

operation and makes a request to receive a transaction confirmation by the Company. The transaction is executed at the prices the Client can see on the screen. Due to the high volatility of the markets during the confirmation process, the price may change, and the Company has the right to offer the Client a new price. In the event the Company offers the Client a new price, the Client can either accept the new price and execute the transaction or refuse the new price, thus cancel the execution of the transaction.

- 3.3. The Client, using electronic access, can give only the following orders of trading character:
  - OPEN to open a position;
  - CLOSE to close an open position.
  - To add, remove, edit orders for Stop-Loss (a pending order whose purpose is
    to limit loss at a predesignated rate or loss), Take Profit (a pending order
    whose purpose is to close a transaction, in full or in part, at a pre-designated
    rate or profit), Buy Limit (an order to buy a certain financial instrument at a
    designated price or lower), Buy Stop (An order to buy a financial instrument
    which is entered at a price above the current offering price), Sell Limit (an
    order to sell a specified quantity of financial instrument at or above a
    specified price), Sell Stop (an order to sell a specified quantity of financial
    instrument at or above a specified price).

Any other orders are unavailable and are automatically rejected. The confirmed open or closed position cannot be canceled by the Client. Orders can be placed, executed, changed, or removed only within the operating (trading) time and shall remain effective through the next trading session. The Client's Order shall be valid in accordance with the type and time of the given Order, as specified. If the time of validity of the order is not specified, it shall be valid for an indefinite period. The Status of the orders is always shown in the Client's online Trading Platform. In the event that access to the online Trading Platform is not possible, then Clients may contact the Company by telephone and request the status of any of their pending orders.

The Company shall not be held responsible in the case of delays or other
errors caused during the transmission of orders and/or messages via
computer, as well as for damage which may be caused by the nonvalidity of
securities, or a mistake in the bank account balance of the Client. The
Company shall not be held responsible for the information received via

- computer or for any loss which the Client may incur in case this information is inaccurate.
- The Company reserves the right to change the opening/closing price (rate) and/or size and/or a number of the related transaction (and/or the level and size of any Sell Limit, Buy Limit, Sell Stop, Buy Stop order) in case any Financial Instrument becomes subject to possible adjustment as the result of a Corporate Event. This operation is applied exclusively to securities and has a meaning to preserve the economic equivalent of the rights and obligations of the parties under that transaction immediately prior to that Corporate Event. All actions of the Company, according to such adjustments, are conclusive and binding upon the Customer. The Company shall inform the Customer of any adjustment as soon as reasonably practicable.
- While a Client has any open positions on the ex-dividend day for any of
  Financial Instrument, the Company reserves the right to close such positions
  at the last price of the previous trading day and open the equivalent volume of
  the Financial Instrument at the first available price on the exdividend day. In
  this case, the Company has to inform the Client by internal mail in the trading
  terminal about the possibility of such actions not later than the closing of the
  trading session prior to the ex-dividend day.
- Orders: Stop-Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop on
  Financial Instruments are executed at the declared by the Client price on the
  first current price touch. The Company reserves the right not to execute the
  order or to change the opening (closing) price of the transaction in case of the
  technical failure of the trading platform, reflected financial tools quotes feed,
  and also in case of other technical failures.
- Under certain trading conditions, it may be impossible to execute orders (Stop-Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop) on any Financial Instrument at the declared price. In this case, the Company has the right to execute the order or change the opening (closing) price of the transaction at the first available price. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange, trading is suspended or restricted. Or this may occur in the trading session start moments. So as a result, placing a stop-loss order will not necessarily limit your losses to the intended amounts, because market conditions may make it impossible to execute such an order at the stipulated price.
- The Client may submit to the Company in writing by e-mail or delivery by hand, his objection to the execution or the non-execution or the mode of execution of a transaction and/or Order concluded on his behalf within two (2) working

- days from the conclusion of the transaction. Otherwise, the transaction will be considered valid and binding for the Client.
- At the Margin level of less than 50%, the Company has a discretionary right to begin closing position starting from most unprofitable. If the Margin level is equal or less than 3% on the Classic & Straight Through Processing account, the Company will automatically close all positions at market price.
- The Client agrees and realizes that all conversations/communications between the Client and the Company can be recorded on magnetic, electronic, and other carriers. The Client further agrees that the Company has the right to use these records as evidence in case any dispute arises between the Company and the Client.

The Company has the right to refuse the Client in the execution of transactions through the telephone line if the actions of the Client are not clear and do not include the following operations: opening position, closing position, changing, or removing orders.

In case of force-majeure, the Company shall not bear the responsibility to any harm or any form which shall be caused to the Client in the event that such harm is the result of a force majeure also known as an outside event which is not in the control of the Company which influences Trading. The Company shall not bear any responsibility for any delay in communications and/or failure on the Internet, including, without limitation, computer crashes or any other technical failure, whether caused by the telephone companies and various telecommunication lines, the Company's computers or the Customer's Computers, hacker attacks and other illegal actions against the Server of the Company and also a suspension of trade in the financial markets concerning Financial Instruments of the Company, the Company may suspend, freeze or close the Client positions and request the revision of the executed transactions.

- All price levels in the trading terminal are determined at the Company's discretion. Any references of the Client to prices of other trading or information systems shall be disregarded.
- Trading operations using additional functions of the Client trading terminal such as Trailing Stop or Expert Advisor are executed completely under the Client's responsibility, as they depend directly on the Client trading terminal, and the Company bears no responsibility whatsoever. The Company reserves the right to reverse any or all types of existing or previous transactions performed by the Client in any of his trading accounts and terminate the Agreement in case the Client uses additional functions on his trading terminal

- such as Expert Advisor etc., which might cause a manipulation on the execution process of the financial instrument as well as affect the smooth operations of the Trading Platform.
- The 1 (one) standard lot size is the measurement unit specified for each Financial Instrument traded in the Electronic Trading Platform. The Company reserves the right to change the Contract Specifications at any time, depending on the market situation. The Client agrees to check the full specification of the Financial Instrument before placing any order. The minimum volume of the transaction is 0.01 lot. A possible choice of a leverage rate, always according to the account type, ranges from 1:1 up to 400:1 depending on the type of the account and at the discretion of the Company. At the opening of a Client trading account, the leverage rate is predetermined according to the type of account chosen by the Client. The Client may request lower leverage to be applied to their trading account by contacting the Company. The Company reserves the right to change the Client's trading account leverage at its discretion, either for a limited time period or on a permanent basis, by informing the Client by written notice sent either by regular mail or by internal mail.
- The level of the swap rates may vary in size and change depending on the level of interest rates. The Company reserves the right to change the swap value applicable to the Financial Instruments on a daily basis and inform the Client through the website of the Company in the Contract Specification section. The Client agrees to check the full specification of the financial instrument before placing any order. From Friday to Monday, swaps are calculated once. From Wednesday to Thursday, swaps are calculated in triple size. The Company does not have to inform the Client, and it is the Client's responsibility to check for swap values.
- The Company has the right at its discretion to increase or decrease spreads on Financial Instruments depending on market conditions.
- The Company has the right not to accept trading in all provided trading symbols, to be determined in its own absolute discretion, 2 minutes before and after a Critical News Release.

#### 4. The Client's declarations

4.1. The Client declares that his communication with this Agreement does not conflict with any laws or regulations that are against him, and that he is obliged to fulfill any duty that comes from using the system. The Client is the sole responsible person for all the trading deals performed in his account, including all deposits and withdrawals, and he is the only one responsible for the safety of his login and password.

- 4.2. The trading services that are offered through the website are only suitable for those who are aware of the risk of trading in the capital markets in general and in the currency market specifically. The incorrect use of financial leverage systems runs the risk of losing all the capital deposited in a short period of time.
- 4.3. The Client declares that he has knowledge of the trading system, including the opening and closing of deals.
- 4.4. A Client who is not familiar with the trading system is advised not to enter a trade unless he receives guidance from the Company's representatives.
- 5. Consultation and limitation of Responsibility
- 5.1. There is no advisory at the Company's website or any other source regarding advice for or against currency trading.
- 5.2. The Company does not offer any advisory regarding Taxation.
- 5.3. The Company will not be responsible for any faults, mistakes, or trespasses regarding losses or expenses incurred, that may affect the Client or any third party as a result of counting upon the information or using the information that was given to the Client by the Company or by any other person.
- 6. Limitation of Loss
- 6.1. The order used to limit the loss is the stop-loss order, and it is a solution for suspending the deal that is causing loss of the value to the Client's equity. The Company advises this order usage in order to gain control over the potential loss of every deal. As shown clearly in certain market conditions, there is no certainty that the limitation of stop-loss order is to be executed with the requested rate, or not at all.
- 6.2. The maximum loss of the Client will not exceed the funds in his account.
- 6.3. The Company has a clear guideline to Margin Requirements:
- 6.3.1. A customer must have a sufficient margin that must be maintained in order to open or close a position; the Company has the right to close any trade when Margin requirements are not met.

- 6.3.2. The Company has the ability to change any margin requirement at their choosing.
- 7. Reports
- 7.1. The Client can, at any time, browse through the reports regarding his ongoing trade through connection to the trading platform.
- 7.2. The Company does not send printed reports to its Clients. Upon the Client's request, a report of ongoing deals and the financial status of his account will be given out; this request can be made digitally.
- 8. Responsibility
- 8.1. All trades taken by the Clients are their own responsibility. The Company is not responsible for any damage, result, ban, loss, or debt that can occur to the Client directly or indirectly from this Agreement.
- 8.2. The Client declares that it's known to him that trading currency pairs and other financial instruments are high-risk deals. High leverage can quickly affect the result of a deal.
- 8.3. The Client declares that he has read and understood all the details that are attached to this Agreement.
- 9. Accounting and Payments
- 9.1. The amounts of any deposits or withdrawals will be stated as a Balance transaction in the account history.
- 9.2. Payments will be delivered to the Client upon request, which is consistent with the details and conditions in this Agreement.
- 9.3. The Client declares and confirms that the Company can deduct from his account all the taxes or fees, including tax source fees, that are due according to regulations, and he will have no claims against the Company.
- 9.4. All Clients that use credit card transactions have a limit to 1 card per account.
- 10. Partners account
- 10.1. Regarding a multi-owner account, according to the power of attorney that is used by the Company, all the owners are held responsible for their account. Any

notification given out from the Company to one of the owners will be regarded as notification to all owners of the account. Any orders given out by one of the owners to the Company will be regarded as an order by all owners of one account, if there are several order sequences, the last order will be regarded as the one that should be followed.

### 11. Agreement Expiration

- 11.1. The Company supersedes the expiration of an Agreement action at any time upon notifying the Client and is executed right away.
- 11.2. When closing or terminating the Agreement from any party, either the Client or the Company will be obliged to close all open deals immediately after terminating this Agreement, or even prior, according to the Company's requirement.
- 11.3. Starting from the date of terminating the Agreement, the Client is not allowed or able to open new deals or execute financial orders, without the approval of the Company.

#### 12. General

- 12.1. This Agreement and its schedule-appendix supersede all the communications between the parties.
- 12.2. There will be no expiration date or cancellation for any change in this Agreement that will take place unless there is a written stamped letter between the parties.
- 12.3. The Client is not entitled to forward or delete this Agreement, including debit or credit to any third party.
- 12.4. The introduction of this Agreement is an integral part of it.
- 12.5. The Agreement is written in paragraphs and titles and subtitles are there for offering the reading facility, and it's not allowed to be used for commentary reasons.
- 12.6. This Agreement is only for adults 18+ yrs.
- 12.7. The Client has to approve receiving messages and announcements, including advertising material, from the Company regarding the communication sent to the Company.

- 12.8. The diagrams that are shown at Company's books are considered right and affirm everything that is included in them.
- 13. Bonus Terms and Conditions
- 13.1. These Terms and Conditions apply to all bonus promotions referenced or listed on thetrendscentre.com, affiliated sites, or distributed in any and all forms of electronic communication.
- 13.2. Bonus will only be applied to one account and cannot be transferred between accounts.
- 13.3. The Client must trade a minimum trading volume of the bonus amount divided by 4 (four) in order to withdraw bonus funds.
- 13.4. If the requirement is not fulfilled within 60 days (44 market days) from the deposit date, the bonus amount will be withdrawn out of the Client's account. If this should cause a margin call, the Company will wait for the Client to either deposit additional funds or close all of his/her positions.
- 13.5. For example: if an account is funded with \$1000 and received a bonus of \$200, a trading volume of 50 lots (200/4) has to be done in order to withdraw bonus funds and profits.
- 13.6. Bonus deposits are not pro-rated, and trading volume requirements must be met to redeem the entire bonus and profits amount posted before eligibility of withdrawal. For example, if you received a bonus of \$200 on a \$1000 deposit, you must trade a total of 50 standards lot to redeem the bonus amount.
- 13.7. The bonus and profits can only be withdrawn once the minimum trading requirements outlined above have been met. By accepting the deposit bonus, the Clients may NOT withdraw the trading profit funds at any time and nor the bonus funds they received until minimum trading requirements have been met. The Client may also withdraw the funds they deposited at any time, but not the trading profit funds and bonus until minimum trading requirements have been met.
- 13.8. By accepting the deposit bonus, the Clients agree to these Terms and Conditions. The Company maintains the right to change the terms of the bonus policy at any time. Prior notice will be given to the Clients via posting on the website or e-mail. The Company will not be held responsible for the failure of the Client to regularly review and confirm posted Terms and Conditions.

13.9. The trading volume will only be calculated on FX products.

13.10. All bonuses received will receive no more than 100:1 leverage on the trading accounts.

## 14. Withdrawal Policy

The Company finance department supervises every withdrawal request submitted. We will process withdrawals within the first 30 days of an account being opened, although special requests may be considered. Please e-mail support@thetrendscentre.com with such requests.

To be eligible to make a withdrawal, you must first supply full compliance documentation (Passport copy, valid utility bill, and, in some cases, a copy of the credit card used to make the deposits). The minimum withdrawal amount is \$50 by credit card or its equivalent in your chosen fiat currency. There is no fee for withdrawal by credit card.

# 15. Refund Policy

When a refund request is submitted, the Company may take up to 3 business days to process the request. When your application is approved, you may need to wait for additional 5 to 7 days before seeing the funds in your account, depending on the bank the Client is working with.

Note: In case the Client has received a credit bonus and wishes to make any withdrawal, the Client must first trade the specified volume as required by the "Bonuses" stipulation (see section 12 above). If the Client has failed to trade at the required volume, his withdrawal may be canceled.

Disputes and Complaints

For any disputes or complaints, you may contact us via our chat services, e-mail

(support@thetrendscentre.com) or by telephone. We will process your dispute within 48 hours.

# KYC (Know Your Customer) Policy

Know your customer policies have become increasingly important worldwide lately, especially among banks and other financial institutions, in order to prevent identity theft, money laundering, financial fraud, and terrorist activity.

The Company holds a zero-tolerance fraud policy and is taking all measures possible to prevent it. Any fraudulent activity will be documented, and all related accounts to it will be immediately closed. All funds in these accounts will be forfeited.

#### Prevention:

The Company aims to ensure the integrity of any sensitive data it obtains, such as your account information and the transactions you make, using a variety of security measures and fraud controls. Securing your electronic transactions requires us to be provided with certain data from you, including your preferred deposit method.

#### When you deposit funds, we will require the following documents:

- A copy of your valid passport with the signature page
- Copies of your credit cards used to make the deposit (front side with the first 6, last 4 digits and expiry date visible, card brand visible and the back side with the CVV covered)
- A copy of a recent utility bill in your name and address
- If you have any questions, please don't hesitate to contact our customer support:

# support@thetrendscentre.com.

#### When do I need to provide these documents?

We highly appreciate you taking the time to provide us with all the necessary documents as soon as you can, in order to avoid any delays in processing your transactions. We require the receipt of all the necessary documents prior to making any cash transactions to your benefit.

Some circumstances may require us to request these documents before allowing any other activities in your account, such as deposits or trades.

Please note that if we do not receive the required documents on file, your pending withdrawals will be canceled and credited back to your trading account. We will notify you of such an event via our system.

#### How can I send you these documents?

Please scan your documents or take a high-quality digital camera picture, save the images in JPEG format, then upload your documents through the Client area on the website or alternatively send them via e-mail to support@trendscentre.com.

#### How do I know my documents are safe with you?

The Company holds the security of documentation at the highest priority and treats all documents it receives with utmost respect and confidentiality. All files we obtain are fully protected using the highest level possible of encryption at every step of the review process.

We thank you for your cooperation in helping us make the Company a safer place to trade.

### Arbitrage Trading Warning

A Forex trading strategy that consists of locating an incorrectly priced currency pair and buying or selling it against another currency pair for a profitable risk-free trade by exploiting the WebTrader technology "holes" is forbidden.

In addition, abuse and/or arbitrage using the Company's bonuses or swap-free accounts are strictly forbidden. Any trader believed to be performing arbitrage acknowledges that the Company may remove any such illegally attained profits from his or her trading account, and the Client shall have no right to oppose.

# **Risk Warnings Document**

#### 1. Introduction

This Privacy Policy applies to Trendscentre (here in after "the Company").

## Risk Warnings

The Client should not engage in any investment directly or indirectly in Financial Instruments unless he knows and understands the risks involved for each one of the Financial Instruments offered by the Company. So, prior to applying for an account, the Client should consider carefully whether investing in a specific Financial Instrument is suitable for him in light of his circumstances and financial resources. If the Client does not understand the risks involved, he/she should seek advice and consultation from an independent financial advisor. If the Client still does not understand the risks involved in trading in any Financial Instruments, he/she should not trade at all.

### 3. General Risks and Acknowledgements

The Client is warned of the following risks (not exhaustive):

- The Company does not and cannot guarantee that money deposited in his Client Account for trading will not be lost as a result of his transactions.
- The Client should acknowledge that, regardless of any information which may
  be offered by the Company, the value of any investment in Financial
  Instruments may fluctuate downwards or upwards, and it is even probable
  that the investment may become of no value.
- The Client should acknowledge that he runs a great risk of incurring losses
  and damages as a result of the purchase and/or sale of any Financial
  Instrument and accepts that he is willing to undertake this risk.
- 4. Information on the previous performance of a Financial Instrument does not guarantee its current and/or future performance. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Financial Instruments to which the said information refers.
- The Client is hereby advised that the transactions undertaken through the
  dealing services of the Company may be of a speculative nature. Large losses
  may occur in a short period of time and may be equal to the total of funds
  deposited with the Company.

- Some Financial Instruments may not become immediately liquid, as a result
  e.g., of reduced demand, and the Client may not be in a position to sell them
  or easily obtain information on the value of these Financial Instruments or the
  extent of the associated risks.
- 7. When a Financial Instrument is traded in a currency other than the currency of the Client's country of residence, any changes in the exchange rates may have a negative effect on its value, price, and performance.
- A Financial Instrument on foreign markets may entail risks different from the usual risks of the markets in the Client's country of residence. In some cases, these risks may be greater.
- The prospect of profit or loss from transactions on foreign markets is also affected by exchange rate fluctuations.
- 10. A Derivative Financial Instrument (i.e., option, future, forward, swap, contract for difference) may be a non-delivery spot transaction allowing making profit on changes in currency rates, commodity, stock market indices or share prices called the underlying instrument.
- 11. The value of the Derivative Financial Instrument may be directly affected by the price of the security or any other underlying asset, which is the object of the acquisition.
- 12. The Client must not purchase a Derivative Financial Instrument unless he is willing to undertake the risks of losing entirely all the money which he has invested and also any additional commissions and other expenses incurred.
- 13. Under certain market conditions (for example, but not limited to the following situations: force majeure event, technical failure, communications network failure, poor or no liquidity, market news or announcements, etc.), it may be difficult or impossible to execute an order.
- 14. Placing Stop-Loss Orders serves to limit your losses. However, under certain market conditions, the execution of a Stop-Loss Order may be worse than its stipulated price and the realized losses can be larger than expected.
- 15. Should the Equity of the Client be insufficient to hold current positions open, the Client may be called upon to deposit additional funds at short notice or reduce exposure. Failure to do so within the required time may result in the liquidation of positions at a loss, and he will be liable for any resulting deficit.
- 16. The Client's attention is expressly drawn to currencies traded so irregularly or infrequently that it cannot be certain that a price will be quoted at all times or that it may be difficult to effect transactions at a price which may be quoted owing to the absence of a counterparty.
- 17. Trading on-line, no matter how convenient or efficient, does not necessarily reduce risks associated with currency trading.

- 18. There is a risk that the Client's trades in Financial Instruments may be or become subject to tax and/or any other duty, for example, because of changes in legislation or his personal circumstances. The Company does not warrant that no tax and/or any other stamp duty will be payable. The Client should be responsible for any taxes and/or any other duty which may accrue in respect of his trades.
- 19. Before the Client begins to trade, he should obtain details of all commissions and other charges for which the Client will be liable. If any charges are not expressed in money terms (but for example as a dealing spread), the Client should ask for a written explanation, including appropriate examples, to establish what such charges are likely to mean in specific money terms.
- 20. The Company will not provide the Client with investment advice relating to investments or possible transactions in investments or make investment recommendations of any kind.
- 21. There may be situations, movements, and/or conditions occurring at the weekend, at the beginning of the week or intra-day after the release of significant macroeconomic figures, economic or political news that make currency markets to open with price levels that substantially differ from previous prices. In this case, there exists a significant risk that orders issued to protect open positions and open new positions may be executed at prices significantly different from those designated.

### 4. Third Party Risks

- 4.1. The Company may be required to hold your money in an account that is segregated from other Clients and the Company's money in accordance with current regulations, but this may not afford complete protection.
- 4.2. The Company may pass money received from the Client to a third party (e.g., a bank) to hold or control in order to effect a Transaction through or with that person or to satisfy the Client's obligation to provide collateral (e.g., initial margin requirement) in respect of a Transaction.

The Company has no responsibility for any acts or omissions of any third party to whom it will pass money received from the Client.

4.3. The third party to whom the Company will pass money may hold it in an omnibus account, and it may not be possible to separate it from the Client's money or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured

claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses.

- 4.4. A Company or Bank or Broker with whom the Company may deal could have interests contrary to the Client's interests.
- 4.5. The insolvency of the Company or of a Bank or Broker used by the Company to effect its transactions may lead to the Client's positions being closed out against your wishes.
- 5. Trading Platform Risks
- 5.1. Clients, who undertake transactions on an electronic trading system, will be exposed to risks associated with the system, including the failure of hardware and software (Internet/Servers). The result of any system failure may be that an order is either not executed according to the instructions provided for it, or is not executed at all. The Company does not accept any liability in the case of such a failure. The use of wireless connections or dial-up connections, or any other form of unstable connection at the Client's end, may result in poor or interrupted connectivity or lack of signal strength, causing delays in the transmission of data between the Client and Company when using the Company's Electronic Trading Platform. Such delays or disturbances may result in the Client sending to the Company out of date 'Market Orders'. In these circumstances, the Company will update the price and execute the order at the best available 'market price'.
- 5.2. The Client acknowledges that only one Instruction is allowed to be in the queue at one time. Once the Client has sent an Instruction, any further Instructions sent by the Client are ignored, and the "order is locked" message appears until the first Instruction is executed.
- 5.3. The Client acknowledges that the only reliable source of Quotes Flow information is that of the live Server's Quotes Base. Quotes Base in the Client Terminal is not a reliable source of Quotes Flow information because the connection between the Client Terminal and the Server may be disrupted at some point, and some of the Quotes simply may not reach the Client Terminal.
- 5.4. The Client acknowledges that when an Order is closed or being executed, it may not be cancelled or modified.

- 5.5. The Client may lose all amounts he has deposited with the Company as margin. Placing certain orders available on the Trading Platform (e.g., "stop-loss" or "limit" orders) that are intended to limit losses to certain amounts may not always be effective because market conditions or technological limitations may make it impossible to execute such orders.
- 5.6. Clients may use the Cancel feature when trading up to 25% out of their latest 30 transactions. If this rate is exceeded, the system will automatically disable the Approve/Cancel pop up window.

#### 6. Technical Risks

- 6.1. The Client and not the Company shall be responsible for the risks of financial losses caused by failure, malfunction, interruption, disconnection, or malicious actions of information, communication, electricity, electronics, or other systems.
- 6.2. The Company has no responsibility if authorized third persons have access to information, including electronic addresses, electronic communication, and personal data, access data when the above are transmitted between the Company, or any other party, using the Internet or other network communication facilities, telephone, or any other electronic means.
- 6.3. The Client acknowledges that the unencrypted information transmitted by e-mail is not protected from any unauthorized access.
- 6.4. At times of excessive deal flow, the Client may have some difficulties to be connected over the phone or the Company's trading platform(s)/system(s), especially in fast Market (for example, when key macroeconomic indicators are released).
- 6.5. The Client acknowledges that the Internet may be subject to events which may affect his access to the Company's website and/or the Company's trading platform(s)/system(s), including but not limited to interruptions or transmission blackouts, software and hardware failure, Internet disconnection, public electricity network failures or hacker attacks. The Company is not responsible for any damages or losses resulting from such events which are beyond its control or for any other losses, costs, liabilities, or expenses (including, without limitation, loss of profit) which may result from the Client's inability to access the Company's Website and/or Trading System or delay or failure in sending orders or Transactions.

- 6.6. The Client is warned that when trading in an electronic platform, he assumes the risk of financial loss which may be a consequence of, amongst other things:
  - Failure of Client's devices, software, and poor quality of connection.
  - The Company's or Client's hardware or software failure, malfunction, or misuse.
  - 3. Improper work of Client's equipment.
  - 4. Wrong setting of the Client's Terminal.
  - Delayed updates of the Client's Terminal.
- 6.7. In connection with the use of computer equipment and data and voice communication networks, the Client bears the following risks amongst other risks in which cases the Company has no liability of any resulting loss:
  - Power cut of the equipment on the side of the Client or the provider, or communication operator (including voice communication) that serves the Client.
  - Physical damage (or destruction) of the communication channels used to link the Client and provider (communication operator) and the trading or information server of the Client.
  - Outage (unacceptably low quality) of communication via the channels used by the Client, or the channels used by the provider, or communication operator (including voice communication) that are used by the Client.
  - 4. Wrong or inconsistent with requirements settings of the Client Terminal.
  - Untimely update of the Client Terminal.
  - 6. When carrying out transactions via the telephone (land or cell phone lines) voice communication, the Client runs the risk of problematic dialling, when trying to reach an employee of the broker service department of the Company due to communication quality issues and communication channel loads.
  - The use of communication channels, hardware, and software generates the
    risk of no reception of a message (including text messages) by the Client
    from the Company.
  - 8. Trading over the phone might be impeded by the overload of connection.
  - Malfunction or non-operability of the trading system (platform), which also includes the Client Terminal.
  - 10. Outage (unacceptably low quality) of communication via the channels used by the Company, in particular, physical damage (destruction) of the communication channels by third parties.
- 7. Risks Particularly Associated with Transactions in Financial Instruments

7.1. Investing in some Financial Instruments entails the use of "gearing" or "leverage". In considering whether to engage in this form of investment, the Client should be aware that the high degree of "gearing" or "leverage" is a particular feature of Derivative Financial Instruments.

This stems from the margining system applicable to such trades, which generally involve a comparatively modest deposit or margin in terms of the overall contract value so that a relatively small movement in the underlying market can have a disproportionately dramatic effect on the Client's trade. If the underlying market movement is in the Client's favor, the Client may achieve a good profit, but an equally small adverse market movement can not only quickly result in the loss of the Clients' entire deposit, but may also expose the Client to a substantial additional loss.

In regard to transactions in Derivative Financial Instruments, a Derivative Financial Instrument is a

non-deliverable spot transaction giving an opportunity to make a profit or loss on changes in currency rates, commodities, stock market indices or share prices called the underlying instrument. The Client must not purchase Derivative Financial Instrument unless he is willing to undertake the risks of losing entirely all the money which he has invested and also any additional commissions and other expenses incurred.

7.2. Transactions may not be undertaken on a recognized or designated investment exchange and, accordingly, they may expose the Client to higher risks than exchange transactions. The terms and conditions and trading rules may be established solely by the Execution Venue. The Client may only

be able to close an open position of any given contract during the opening hours of the Execution Venue. The Client may also have to close any position with the same counterparty with whom it was originally entered into. In regard to transactions in Financial Instruments with the Company, the Company is using a Trading Platform for transactions in Financial Instruments, which does not fall into the definition of a recognized exchange or a Multilateral Trading Facility.

This notice cannot and does not disclose or explain all of the risks and other significant aspects involved in dealing with all Financial Instruments and investment services. This notice was designed to explain in general terms the nature of the risks involved when dealing in Financial Instruments on a fair and non-misleading basis.

Please refer to the Risk Disclosure for Financial Instruments available at the Company's website if you are considering trading with the Company in Derivative Financial Instruments.

# **Privacy Policy**

#### 1. Introduction

This Privacy Policy applies to Trendscentre (hereinafter "the Company"). The Policy outlines how the Company collects, maintains, uses, and discloses your personal information.

This Policy applies to existing and potential Clients as well as to any visitors to the Company's website(s).

The Company is committed to protecting the privacy of all personal data, which it obtains from you, including information obtained during your visits to this website.

#### 2. Collection of Personal Data

The Company will only use your personal data under worldwide data protection practices. The Company will use, store, process, and handle personal information of the Client, only in accordance with the Law for Protection of Personal Data (the "Law"), this Privacy Policy, and the Company's Terms of Business.

To open an account with the Company, you must first complete and send the application form attaching the required documents. By completing the application form, you are requested to give private information in order to enable the Company to evaluate your application and comply with the Laws and Regulations governing the provision of financial services. This information is also used to contact you about the Company's services.

Personal data collected includes but is not limited to:

- Personal details, such as name, address, telephone number, and/or e-mail address;
- Financial details, such as estimated annual income and net worth, trading experience, and investment knowledge;
- Identity verification documents, such as passport and ID, utility bills, and/or bank statements or your company information certificate/details;
- The copy of the credit card used to make the deposit (the front side with the first 6, last 4 digits, and expiry date visible, card brand visible and the back side with the CVV covered).

If your personally identifiable information changes, you must inform us by emailing to our Customer Support at support@thetrendscentre.com.

#### 3. Use of Personal Data

The following list illustrates the reasons why the Company may need to use your personally identifiable information:

- To verify your identity;
- To ensure that you meet the suitability requirements to use our products and services, to manage the account, you have with us;
- To process your transaction;
- To send you information about transactions/post-transaction services;
- To keep you updated with news on our products, services and any other information relevant to your working relationship with the Company;
- For website improvement purposes;
- For the analysis of statistical data, which will help us provide you with better products and services in the future.

#### 3.1. Statistical Data

The Company may, from time to time, combine your personally identifiable information with information from other users of this website to create impersonalized statistical data. The Company may provide this statistical data to Third Parties solely for statistical purposes and in an effort for better improvement of the Company's marketing campaign and to the extent allowed by the Terms and Conditions already accepted by you.

In no circumstances will you be able to be identified from this statistical data; you will remain anonymous.

#### 3.2. Records

Under Applicable Regulations, the Company will keep records containing the Client's personal data, trading information, account opening documents, communications and anything else which relates to the Client for at least five (5) years, which is calculated after the execution of the transaction or the termination of the business relationship or in case of termination of our business relationship.

### 3.3. Recordings

Telephone conversations between the Client and the Company may be recorded, and recordings will be the sole property of the Company. The Client accepts such recordings as conclusive evidence of the Orders/Instructions/Requests or conversations so recorded.

## 4. Agents

The Company uses a card processing company for your deposits and withdrawals to and from your account. This company does not reserve the right to share, store, or use personally identifiable information for any other purpose.

### Privacy

Any personal information you provide to the Company will be treated as confidential and shared only within the Group and/or Company, its affiliates and its business partners and will not be disclosed to any third party except under any regulatory or legal proceedings as well as to third parties that solely provide statistical services to the Company to improve its marketing campaign. The website tracking systems may also collect data detailing the pages you have accessed, how you discovered this site, the frequency of visits, and so on.

The information the Company obtains is used to improve the content of our website and may be used by us to contact you, by any appropriate means, and to provide you with any information we believe may be useful to you.

The personal information that you provide in connection with registering yourself as a user of the website(s) or the Services is classified as Registration Information. Registration Information is protected in many ways. You can access your Registration Information through a password selected by you. This password is encrypted and known only to you. Your password must not be revealed to anyone. Registration Information is safely stored on secure servers that only authorized personnel has access to via password. The Company encrypts all personal information as it is transferred to the Company and thus makes all necessary efforts to prevent unauthorized parties from viewing any such information.

Personal information provided to the Company that is not Registration Information also resides on secure servers and is again accessible only to authorized personnel via password. This information cannot be online accessible by you; therefore, no password shall be selected to view or modify this information.

## 6. Choice/Opt-out

If you no longer want to receive any promotional communications, you may opt-out of receiving them by following the instructions included in each communication.

You will be notified when your personal information is collected by any third party that is not our agent/service provider, so you can make an informed choice as to whether or not to share your information with that party.

#### 7. Cookies

A cookie is a small text file that is stored on a user's computer for record-keeping purposes. The Company uses cookies on this website. The Company does link the information that it stores in cookies to any personally identifiable information you submit while on our website(s).

The Company uses both session ID cookies and persistent cookies. A session ID cookie does not expire when you close your browser. A persistent cookie remains on your hard drive for an extended period of time. You can remove persistent cookies by following directions provided in your Internet browser's "help" file.

The Company sets a persistent cookie for statistical purposes. Persistent cookies also enable the Company to track and target the location and the interests of our users and to enhance the experience of our services on our website(s).

Some of the Company's business partners use cookies on the Company's website(s). The Company has no access to or control over these cookies.

#### 8. Disclosure of Personal Data

The Company reserves the right to disclose your personally identifiable information as required by law and when the Company believes that disclosure is necessary to protect our rights and/or to comply with a judicial proceeding, court order, or legal process served on our website. The Company will not be liable for misuse or loss of personal information resulting from cookies on the Company's website(s) that the Company does not have access to or control over. The Company will not be liable for unlawful or unauthorized use of your personal information due to misuse or misplacement of your passwords, negligent or malicious, however, contacted.

## 9. Confidentiality Obligations

The Client's information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than in connection with the provision, administration, and improvement of the Services, for research and statistical purposes and for marketing purposes (if the Client's consent is obtained where he is a natural person) and as provided for under the paragraph below. Information already in the public domain, or already possessed by the Company without a duty of confidentiality, will not be regarded as confidential. The Client agrees that the Company has the right to disclose the Client's information (including recordings and documents of a confidential nature, card details, and personal details) in the following circumstances:

 when requested over the Company or the Client or their associates or in whose territory the

# Company has Clients;

- to relevant authorities to investigate or prevent fraud, money laundering or other illegal activity;
- to execution venues or any third party as necessary to carry out the Client's Instructions or Orders and for purposes ancillary to the provision of the Services;
- 3. to credit reference and fraud prevention agencies, third authentication service providers, and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification, or due diligence checks of the Client. To do so, they may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Client details in the future to assist other companies for verification purposes. A record of the search will be retained by the Company;
- to the Company's professional advisors provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
- 5. to other service providers who create, maintain or process databases (whether electronic or not), offer record-keeping services, e-mail transmission services, messaging services or similar services which aim to assist the Company's collection, storage, processing and usage of the Client's information or get in touch with the Client or improve the provision of the Services under this

# Agreement;

- to data reporting service providers;
- to other service providers for statistical purposes in order to improve the Company's marketing, in such a case, the data will be provided in an aggregate form;
- to market research call centers that provide telephone or e-mail surveys with the purpose to improve the services of the Company;
- 4. where necessary for the Company to defend or exercise its legal rights;
- 5. at the Client's request or with the Client's consent;
- 6. to an Affiliate of the Company.

## 10. Right of Access

In compliance with the Law, every user is granted a number of rights in relation to his Personal Data. These rights include accessing and/or amending your Personal Data, putting a stop to the processing of this data, and preventing undesirable marketing.

Under the Law, you have (subject to certain exceptions) the right to request any personal data the Company holds about you and to inform the Company of any perceived inaccuracy. We may charge a fee to cover the associated administrative costs.

You are not obligated to provide any of the personal data requested by the Company. In the absence of this information, however, the Company may not be able to open an account for you or to provide you with any other service, information, or assistance you have sought for.

#### 11. Transmittal

By entering into an Agreement with the Company, the Client will be consenting to the transmittal of the Client's personal data outside the European Economic Area, according to the provisions of Processing of Personal Data (Protection of the Individual) Law of 2001.

# 12. Changes in this Privacy Statement

The Company reserves the right to make changes to this Privacy Policy from time to time for any reason and will notify you of such changes by posting an updated version of this Privacy Policy on this website. You are responsible for regularly

reviewing this Privacy Policy, and if you use this website after any such changes are published, such use shall constitute your agreement to such changes.

# 13. Consent

By accessing this website, you consent to the Company collecting, maintaining, using, and disclosing personal data about you and provided by you or by another person in accordance with this Privacy Policy.

# 14. Enquiries

If you have any enquiries regarding this Privacy Policy, please inform us by emailing to our Customer Support at support@thetrendscentre.com.

# **Cookie Policy**

#### Use of cookies on Trendscentre website

To provide users with an enhanced user experience, we use cookies and other online recognition technologies, such as web beacons or pixels. You agree to the implementation of such recognition technologies by using this website or application.

### 2. Registered users

We use these technologies to make it easier for you to access websites and help offer personalized content. We will use cookies to ease your registration and remember your preferences to become a Registered User. Suppose you want to become a registered user. In that case, you will only obtain the advantage of registration if you accept cookies strictly required, including cookies used as part of the registration process.

#### 3. Analytics and site statistics

We often use these technologies to collect information on the use of websites and data on their use. For example, to decide what articles and topics are of most significant interest and whether users can quickly locate content, we collect information about page visits and navigation. Likewise, to decide what content is of most interest to users, we gather information about which articles and videos are viewed and whether videos are viewed in their entirety. To produce different reports about the use of websites, we also use user details. These reports contain aggregated user data and do not classify users individually. If you are a Registered User, to understand what content interests you most, we can also collect information about your particular interests, including what articles you have read on the web.

#### 4. Managing cookies on your device

You can control and manage cookies using your browser. Please note that removing or blocking cookies can impact your user experience, and some functionality may no longer be available.

# 5. Using your browser to control cookies

The majority of browsers allow you to access, manage, delete, and block a website's cookies. Be aware that any preferences you have set will be lost if you uninstall all

cookies, including the option to opt-out of cookies, as this feature itself requires an optout cookie to be put on your computer. The following links provide instructions on how to manage cookies for popular browsers.

- Google Chrome
- Mozilla Firefox
- macOS Safari
- Microsoft Internet Explorer

For information on other browsers and device types, please see <a href="http://www.aboutcookies.org/">http://www.aboutcookies.org/</a> or <a href="http://www.cookiecentral.com/fag/">http://www.cookiecentral.com/fag/</a>.

# 6. Managing Analytics cookies

You can opt-out of getting your anonymized browsing history tracked by analytics cookies within our websites or applications. To learn more about their privacy policies and how to opt-out of their analytics cookies, we use the following service providers by clicking on the following links:

- Adobe: https://www.adobe.com/privacy/opt-html
- Google Analytics: <a href="https://www.google.com/analytics/learn/privacy.html">https://www.google.com/analytics/learn/privacy.html</a>

### 7. Cookie disclosure

The forms, categories, and purposes of cookies on websites are explained in the next section. By using these websites, you agree to the use for the specified reason for cookies.

#### 8. Types of cookies

Session cookies: These cookies only stay in your browser throughout your session with the browser, i.e., until you leave the website.

Persistent cookies: these cookies remain in your browser for a set period after the browser session (unless deleted by you).

## 9. Categories of cookies

Strictly Necessary Cookies: These cookies are essential to the website's functionality and can not be turned off without blocking on-site functions. In response to your web activities, they are usually set, such as filling in forms, setting preferences, or logging in.

Performance Cookies: These cookies allow us to collect analytics to improve our site's efficiency and functionality. Such analytics may involve measuring a page's popularity, common trends of how individuals search around the web, and how much a particular function is used. Typically, we compile the data for analysis, but in some situations, to understand what concerns you most, we can collect data on the content you have seen.

Customization cookies: These cookies help us understand how effective our marketing campaigns are, and with customization, maximize your online experiences with Trendscentre.

Advertising cookies: To promote services, posts, or events, Trendscentre can present advertisements to you on sites that are not owned or operated by Trendscentre. The cookies are used to make you and your preferences more important to advertising messages. They also perform roles such as preventing persistent reappearance of the same ad. These ads are intended solely to make you aware of the related promotions Trendscentre. Trendscentre does not sell the details to third parties at all. For more info, please see our Privacy Policy.

# **Anti-Money Laundering**

Trendscentre is required to comply with the anti-money laundering and counterterrorism global and international legislation. By applying for an account with thetrendscentre.com you agree to the following terms:

- You are not aware and have no reason to suspect that the money used to fund your account with thetrendscentre.com has been or will be derived from or related to any money laundering or criminal activity.
- You agree to provide us with all information and documents that we reasonably request to comply with all applicable laws and regulations regarding anti-money laundering.
- It is not allowed to transfer funds between different entities.
- Withdrawals must be made to the same bank account the money was deposited from (to prevent money transfer between different entities' bank accounts through thetrendscentre.com) and in the same currency (to prevent currency changes through thetrendscentre.com).
- If the original account is no longer available, funds may be transferred to a
  different account of the same entity (you will need to get a copy of a check or
  other instrument proving the new account ownership) in the same currency
  and into the same country the original deposit was made from.
- One can NOT deposit from a company he/she or they owns to his/her or their personal trading account and vice versa.
- One cannot get deposits from his/her or their brother/mother/another relative bank account; unless that relative joins the trading account (signs the trade agreement).
- A client cannot transfer funds between trading accounts, not under his/her or their own name.

# Additional Risk Disclosure Document

Dear Sir or Madam,

This information on your account application indicates that you do not meet Trendscentre guidelines for a margined spot foreign currency or precious metals accounts. One or more of the following reason(s) is/are cited:

- You are not between 18 and 65 years old.
- You do not have at least 6 months of futures, securities, Precious Metals, or Foreign Exchange investment or trading experience.
- Your annual income is less than \$25,000.
- You are using retirement funds for trading capital.

Although the reason(s) cited above do not preclude you from opening an account, the following risk disclosure document must be read, understood, and signed for you to open an account with Trendscentre.

# RISK DISCLOSURE

Based on your personal information and/or investment experience, trading in margined Foreign Exchange or Precious Metals might be too risky of an investment product for you. Because of the high degree of leverage obtainable in trading margined Foreign Exchange or Precious Metals with Trendscentre, the loss in trading spot foreign currencies or Precious Metals can be substantial with the possibility that you could lose more than your initial investment. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources.

Desired Leverage to L	be changed:		
Leverage 100:1	Leverage 200:1	Leverage 300:1	Leverage 400:1
ACKNOWLEDGEMENT			
forth by Trendscentre trading margined Fore	e. However, I have cons eign Exchange and/ or	m guidelines to open an sidered the financial risk Precious Metals with re th opening an account.	s involved in
PRINT NAME:			
SIGNATURE:			
Please send the filled	in form to our suppor	t	

department: support@thetrendscentre.com