



CORE LIQUIDITY MARKETS



# Terms and Conditions

The following Terms & Conditions shall replace any prior or existing agreement between the parties, or previously issued Terms & Conditions, and shall apply to any existing arrangements currently operating between the parties. By executing an account application and/or undertaking any transaction with **CLMarkets Ltd. IBC No. 24750-IBC-2018** (“CLMarkets”, “Core Liquidity Markets”, “Core Liquidity”, “CLM” “we” or “us”), you hereby agree to be bound by the following Terms & Conditions (as amended from time to time).

This Terms & Conditions was prepared on May 10<sup>th</sup>, 2018. All information contained in this T&C has been obtained from sources believed to be accurate.

## NOTICE

It is your responsibility to read these Terms & Conditions. Please read them carefully, as you agree to be bound by the terms herein by accessing the CLM website, by completing customer account paperwork, or by completing any transactions with CLM. If you do not agree to be bound by these terms, do not access the website or otherwise conduct business with CLM. You are presumed to have read these Terms & Conditions, PDS and all other legal and compliance documents, by continuing to access the website.

## TERMS

These Terms & Conditions cover the account you must have to manage your transactions.

In order to establish your account, you must complete an account application that must be accepted by CLM. CLM may, in its absolute discretion, accept or decline to provide any one or more financial products that you have selected in your account application.

These Terms & Conditions will apply to you in respect of any financial product that you have selected in the account application from the earlier of (a) the time CLM accepts your account application; (b) the time CLM otherwise agrees to provide the financial products to you; and (c) the time you first place an order with CLM or otherwise instruct us to provide a service in respect of the financial products.

CLM may in its discretion allow you to have two or more accounts from time to time. A reference in these terms to “account” is a reference to all of the accounts you have, unless the context requires a different meaning.

## MODIFICATION OR TERMS

These Terms & Conditions can be modified at the discretion of CLM and without prior notice. Your use of this website is governed by the version of the Terms & Conditions in effect on the date the site was accessed by you. You should review the most current version of these Terms & Conditions by logging on to the CLM website on a regular basis. We will not notify you individually, however we will publish on our website that the Terms & Conditions have been modified. This website publication serves as notice of the modification, and you are presumed to have consented to the new terms by continuing to use, view or conduct business via the website.

## OTHER AGREEMENTS

These Terms & Conditions are to be read and interpreted along with all other agreements between you, the Client and CLM, including but not limited to any customer or account agreements, or any other agreements that govern your use of contents, information, products and services available on and through the CLM website. These Terms & Conditions and the other agreements, primarily the Product Disclosure Statement (“PDS”) and customer account application, form one agreement and should be read as such. However, in the event of inconsistency, the terms in the legal documents described below will rank according to the following priority, to the extent of any inconsistency:

- PDS
- Terms & Conditions
- Account Opening Form

## WEBSITE USE

Use of CLM website is intended for your personal use, it is not to be used commercially unless a written agreement between you and CLM states otherwise.

The content of this website is not to be distributed to, or used by, any person in any country or any jurisdiction where the use or distribution is considered unlawful and contrary to the local regulations. CLM will not accept nor distribute its products and services to people residing in countries where the use of such services is contrary to local law.

This website is not in any way to be considered a solicitation to buy or offer to sell any product or service to people in any jurisdiction where such products and services are considered unlawful. Thus, it is your responsibility as a user of this site to determine the terms of your jurisdiction and to comply with all local laws and regulations.

## OUTSIDE ADVISE AND RISK

By accessing the CLM website and agreeing to these terms, you acknowledge that you have had the opportunity to obtain independent taxation and financial advice. CLM provides general and not personal advice. All information contained in the CLM website is geared towards the general user. CLM does not provide information about taxes or any other legal matters, nor does it give investment advice.

It is your responsibility to determine if any investment or strategy used is appropriate to you based on your personal appetite for risk, and your personal objectives. Should you need special advice please consult a professional who can tailor information to meet your needs.

By using this website, you are representing to CLM that you have considered your own financial circumstances and that you understand the risks of the transactions you enter into with CLM.

### **RELIANCE ON AND USE OF INFORMATION ON THE CLM WEBSITE**

The CLM website may have general advice, news, quotes, and financial research supplied by a third party, not affiliated with CLM. The source of such information will be clearly identified on the website. Such material will be available in certain areas of the site or by a "hyperlink" to the third party. The contents of these links and publications are protected by applicable intellectual property laws and international treaties and licensed from and owned by the third parties.

CLM does not approve nor endorse such third party contents. These contents are considered general advice. They are not to be used as personal or legal advice. The content is obtained from sources believed to be reliable but cannot and is not guaranteed to be accurate. The CLM website may contain links to other (third party) websites. While CLM will work hard to provide accurate and timely information to its clients, the company will not, under any circumstances, guarantee the accuracy and timeliness of the information provided by third parties. Please be aware that CLM DOES NOT control the contents of these sites, nor the accuracy of information on them. Neither does CLM endorse the materials on these sites. CLM WILL NOT be responsible for any of the information provided by third parties, and will not be held liable, nor will it indemnify, for losses sustained as a result of reliance upon third party information.

### **YOUR RIGHTS AND OBLIGATIONS**

CLM grants you a non-exclusive, non-transferable and limited personal license to access and use its website. This license is conditional on your continued compliance with

these Terms & Conditions.

You agree that you will make no changes or links to the website, nor will you resell or permit access to the website to others. You agree that you will not copy any materials appearing on the website for resale or for any other purpose without the prior written consent of CLM.

You agree that all information on this website is to be used for the sole purpose of executing transactions inside and within the CLM website.

You also agree to only use the site for the purpose of gaining access to the services it provides. Any other use of this website is considered unlawful, and will lead to termination of any agreements you have with CLM. Other actions can and will be taken by CLM if needed. Upon such violation, you are required to immediately cease the use of the CLM website.

You must keep all passwords secret and ensure that unauthorized third parties do not obtain access to your account.

You agree to use ordinary care and reasonable diligence in protecting your personal account information, including login and password information, and agree to be responsible for any damages due to another's use of your personal account information.

### **CLIENT INSTRUCTIONS**

Transmission of an instruction by you will not constitute a binding contract with CLM until confirmed by CLM.

You must execute, or otherwise authorize CLM to execute, all such agreements and other documents as required to enable the provision of the services and financial products contemplated by you. You appoint CLM as your attorney to do all things necessary to enter into such agreements on your behalf.

### **COMMUNICATIONS AND INFORMATION**

Unless otherwise indicated any communications, information, or material of any kind that you e-mail or otherwise transmit through the CLM website, including information, data, questions, comments or suggestions (your "Communications") will be treated as non-proprietary and non-confidential.

By accepting these Terms & Conditions you grant a license to CLM to use your Communications in any way, either on the website or elsewhere, with no liability or obligation to you. CLM is free to use any idea, concept, know-how or technique or information contained in your Communications for any purpose including, but not limited to, developing and marketing products.

CLM is entitled, but not obligated, to review or retain your Communications. CLM may monitor your Communications to evaluate the quality of service you receive, your compliance with these Terms & Conditions, the security of the website, or for other reasons. You agree that such monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which CLM monitors your Communications. In no event will CLM be liable for any costs, damages, expenses or any other liabilities incurred by you as a result of CLM monitoring your activities.

### **DISCLAIMER OF LIABILITY**

CLM will NOT be liable for any damages, including but not limited to: special, consequential, incidental, direct or indirect damages incurred from the use of its website. Such damages include but are not limited to, loss of profit from trading, loss of profits due to the use of the general information provided by third parties inconvenience, delay, slippage in stops, technical difficulties when accessing the trading platforms, even if CLM has prior knowledge of the possibility of such losses, expenses or damages.

No warranty of any kind, implied, express, statutory, or otherwise, including but not limited to: warranties of title, fitness, merchantability, freedom from defect or computer viruses, or non-infringement of third party rights, is made or given by CLM.

Unless otherwise required by law, CLM will NOT be responsible or liable to you for any losses resulting from causes that CLM has no direct control over. Such losses include but are not limited to failure of electronic communications and data transmission due to phone line or internet failure. CLM is NOT liable for any viruses, theft, unauthorized access, fire, weather, war, terrorist acts, accidents, or actions of governments.

### **ANTI-TERRORISM/MONEY LAUNDERING**

You acknowledge that:

- a) we are subject to various anti-money laundering and counter-terrorism financing guidelines (AML/CTF Laws) which may prohibit us from offering services or entering into or conducting transactions; and
- b) the AML/CTF guidelines include prohibitions against any person dealing with the proceeds of or assets used in criminal activity (wherever committed) and from dealing with any funds or assets of, or the provision of finance to, any person or entity involved (or suspected of involvement) in terrorism or any terrorist act.

You agree that:

- a) we are not required to take any action or perform any obligation under or in connection with your account application if we are not satisfied as to your identity or if we suspect on reasonable grounds that by doing so we may breach the AML/CTF guidelines;
- b) we may delay, block or refuse to make any payment or to provide any service if we believe on reasonable grounds that to do so may breach any law, and we will incur no liability to you if we do so; and
- c) we will not incur any liability to you for any loss you suffer (including consequential loss) however caused by reason of any action taken or not taken by us as contemplated in paragraph (a) or (b) above.

You agree to provide all information and documents to us which we reasonably require to comply with internal AML/CTF procedures. You agree that we may disclose information which you provide to us, or about transactions you have with us or which you seek to conduct with us, if we are required to do so by any applicable laws in any country.

You represent and warrant to us that the payment of moneys by us in accordance with your account application, or any instructions given by you, will not breach laws in any country.

### **PRIVACY**

CLM may obtain information (including personal data) from the Client during the course of its relationship with the Client. This section describes some of the key issues in relation to how we process this personal data, which the Client should be aware of. Please note that this description is not comprehensive, and the Company's Privacy Policy contains additional information. The Company's Privacy Policy is available on our website at <https://www.clmforex.com> and should be read alongside this clause as it sets out types of personal data which CLM collects about the Client and additional ways in which it safeguards and use such personal data.

CLM may:

- a) collect, use and disclose the Client's information to assist it in relation to the internal administration and operations of CLM Associated Companies and Group Entities;
- b) disclose the Client's information to Governmental Authorities, credit reporting agencies, contractors or service providers and to other parties authorised and/or required by Applicable Regulations to collect the Client's information including, without limitation, to a service provider in connection with the

- c) provision of services to the Client;
- c) collect and use the Client's information to maintain its relationship with the Client; and
- d) use and disclose the Client's information for compliance and in accordance with Applicable Regulations.

The Client consents to CLM disclosing or transferring the Client's information to any other jurisdiction in which CLM representatives, Associated Companies, Group Entities or service providers are located. CLM will take appropriate measures to protect the security of the Client's personal data and details of the companies and countries involved in processing the Client's personal data will be provided upon request to CLM Data Protection Officer.

The Client has the right, on payment of a reasonable fee, as determined by CLM to receive a copy of the information it holds about the Client, to the extent that it constitutes the Client's personal information. If the Client wishes to exercise this right, the Client should write to the Data Protection Officer.

If the Client would like to change or modify information previously provided to CLM to remove information from its database or elect not to receive certain communications from us, the Client should do so by writing to the Data Protection Officer.

CLM is dedicated to protecting data and to promote compliance with rules set forth by, among others, the European Union.

This Agreement shall be supplemented by the General Data Protection Compliance form available on our website at <https://www.clmforex.com>.

## **ILLIGALITY**

If any event occurs which has the effect of making or declaring it unlawful or impracticable for CLM to offer or to maintain transactions to you in accordance with the terms outlined in these Terms & Conditions, CLM may immediately terminate these terms by providing you written notice of that. A termination of these terms will also result in the closure of all transactions. Any such termination will not relieve you of any obligations you may have to CLM in accordance with these terms prior to the termination.

For this clause, events include any change in law, regulation, treaty, order, official directive or ruling or in their interpretation or application by any governmental authority or agent, and the introduction, implementation, operation or taking effect of, any law, regulation, treaty, order or official directive or ruling.

## **TERMS OF SERVICES & RISKS**

In order to open an account, you are required to complete, sign, and return an online Application. Your Application to open an account must be approved by CLM. CLM reserves the right to refuse to open an account for any person.

CLM only accepts Margin FX Contract, and CFD order instructions via the electronic trading platform(s). You are required to access the electronic trading platform(s) on a daily basis to confirm that any order instructions you submitted have in fact been received by us, to re-confirm all orders that you placed with us, to review order confirmations we provided, to ensure their accuracy and monitor your Margin obligations. Any order discrepancies identified must be reported to us immediately.

CLM will provide all clients, via the electronic trading platform(s), with access to both daily and historical account statements allowing you to check your open positions, Margin requirements and cash balances, and trading confirmations. Should you have any queries relating to your statements we encourage you to contact us.

OTC and exchange traded contracts can be highly leveraged and speculative with a high degree of risk. Potential investors and traders should be experienced in foreign exchange contracts, and CFD products or understand and accept the risks of investing in Exchange traded and OTC contracts.

We recommend that you consult your financial adviser or obtain other independent advice before trading in the products offered by CLM. CLM does not and will not give your personal financial advice.

If the Client does not fully understand the risks associated with CLM's services, then they should not use CLM's services

## **CLIENT REPRESENTATION & WARRANTIES**

The Client represents and warrants to CLM that each such representation and warranty is deemed repeated each time you open or close a contract by reference to the circumstances prevailing at such time, that:

- Delivery and execution by the Client of this Agreement, and performance of all of the Client's obligations considered under this Agreement, does not violate any Law applicable to the Client.
- All information provided by the Client to CLM is true, correct and complete, and the Client will notify CLM promptly of any changes to such information.
- That information nor the Client's conduct or the



conduct of anyone acting on its behalf in relation to the transactions contemplated by this Agreement, was or is misleading, by omission or otherwise.

- The Client shall make ongoing disclosure to CLM of any matters that may affect the operation of this Agreement or of the ability of the Client to pay Margin Calls or to remain solvent.

### DISCLAIMER OF LIABILITY

CLM will NOT be liable for any damages, including but not limited to: special, consequential, incidental, direct or indirect damages incurred from the use of its website. Such damages include but are not limited to, loss of profit from trading, loss of profits due to the use of the general information provided by third parties, inconvenience, delay, and slippage in stops, technical difficulties when accessing the trading platforms, even if CLM has prior knowledge of the possibility of such losses, expenses or damages.

The Client shall indemnify and hold CLM harmless from any and all liabilities, claims, costs, expenses and damages of any nature, including, but not limited to, reasonable legal fees and any fees and expenses incurred in connection with litigation, arising out of or relating to the Client or an Authorized User's negligence, mistake or willful misconduct, the violation of any Law by the Client, or the breach by the Client of any provision of this Agreement.

The Client also agrees to promptly pay CLM for all damages, costs and expenses, including reasonable legal fees and expenses, incurred by CLM in the enforcement of any of the provisions of this Agreement. The Client's obligations under this Clause shall survive the termination of this Agreement.

### LIQUIDATION

The Client is required to maintain sufficient level of Margin Deposit. CLM reserves its full rights to close out all Open Positions, if at any time the Margin Deposit held by CLM is approaching or is no longer sufficient to cover the negative mark to market value of any or all Open Positions that the Client has open with CLM.

CLM shall have the right, at its sole discretion, to determine the mark to market value from time to time.

In addition to other remedies available to CLM, if the Client fails to pay an amount when due under this Agreement, CLM has the right to close out or terminate (by either buying or selling) any or all of the Client's Open Positions.

In addition to other remedies available to CLM, if the Client fails to pay any amount when due under this

Agreement, CLM offset, to the extent permitted by law, such amount against any amount payable by CLM to the Client.

CLM is entitled to offset, against any amounts due to it by the Client, any amounts received by CLM from or on behalf of the Client including but not limited to moneys received as Margin Deposits or Margin Calls. CLM may determine the application of any amounts which are to be offset at its own discretion.

A Client must not offset against any amounts the client owes to CLM by any amounts CLM owes to the Client.

### THIRD PARTY SOFTWARE OR PLUGINS

The Client acknowledges and agrees, and will ensure that each Authorized User acknowledges and agrees, that:

CLM is authorized to deduct fees from the Client Account, upon receipt by CLM of confirmation that the Client has elected to subscribe to a particular third party software or plugin.

Client is wholly responsible for managing the risks (including the risk of financial loss) associated with using a third party software or plugin.

CLM is entitled to refuse to allow or terminate, refuse access or impose limitations on certain third party software or plugins at any time, at its sole discretion.

The Client is aware of the risks associated with third party software or plugins, all of which may result in substantial financial loss. Risks include: potentially misleading claims made by software vendors, loss of control of trading and trades, software not compatible with CLM's Online Platform, potentially being subject to a Margin Call or a Forced Liquidation, and fraudulent or other illegal activity by software vendors.

The Client will support CLM by providing any requested documents, if CLM elects to investigate a third party software or plugin vendor.

The act by CLM of deducting fees from a Client Account on behalf of a third party or referring to a third party asset manager, software vendor or plugin on CLM's website or elsewhere, is not an endorsement of that third party or its software. CLM takes no responsibility whatsoever for any losses incurred by the Client or its employees, agents or assigns, in connection with a third party or its software.

CLM reserves the right in its absolute discretion to cancel, unwind, reinstate, close out, repair, or take other action with respect to open or closed trades where the Client is utilizing or has otherwise engaged third party software or plugins, if in CLM's view, there has been an actual, suspected or potential breach of this Agreement, or CLM

believes acting in such a way is necessary to protect its own interests, or the interests of clients.

## **RATES & PAYOUTS**

Rate indications from CLM are available via the Online Platform(s). The Rate indication is not binding, and the Client agrees to accept the prices offered by CLM when the Contract is executed.

Does CLM Allow EAs - yes, but we reserve the right to disable these on a client by client basis

## **QUOTE ERRORS**

CLM will make efforts to prevent quoting errors from occurring. Should a quoting error occur due to a liquidity provider's error, platform error, typographical error, obvious mistake in a quote or indication or data error, A "Quoting Error", CLM is not liable for any damages, claims, losses, liabilities or costs arising from the Quoting Error. CLM reserves the right to make the needed adjustments to correct the Quoting Error. All disputes as a result of a Quoting Error(s) shall be resolved on the basis of the fair market value, as determined by CLM acting reasonably, of the relevant currency or product at the time such Quoting Error occurred.

## **PROCESSING DELAYS**

CLM will use all reasonable efforts to process the Client's Contract order on a timely basis. Nevertheless, CLM shall not, in the absence of willful misconduct, be liable for damages, delays, failures or errors in the completion of the Contract order.

## **ONLINE TRADING PLATFORM(S)**

If the Client uses CLM's online trading platform(s) the Client confirms and accepts the following:

All transactions must be completed using the logins and passwords assigned to the Client by CLM and valid entry of the login and password will constitute an authorization by the Client to complete the Contract specified irrespective of whether the password and login are entered by an Authorized User.

The Client may be able to enter into Contracts at the rates quoted on the Online Platform(s).

The Client must ensure that the logins and passwords are kept confidential and secure. The Client must also ensure that each Authorized User to whom a login and password is provided, will keep them secure and confidential. The Client will advise CLM instantly if the Client believes or has any reason to believe that the login and passwords assigned to the Client have not been kept

secure and confidential.

The Client must safeguard and ensure that no unauthorized person is able to use the logins and passwords. As part of this obligation the Client must ensure that each Authorized User closes out the Internet browser after using the Online Platform.

CLM may at any time without Notice to the Client suspend, withdraw or deny access to the Online Platform(s) for any reason including but not limited to security, breach, quality of service, failure by the Client to pay an amount timely or breach by the Client of any obligation of this Agreement.

The features made available on the Online Platform(s) (including but not limited to stop orders, take profit orders or limit orders, as described in the relevant PDS issued by CLM):

1. may not result in a Contract being created according to the Client's desired inputs;
2. may become unavailable; and
3. do not result in any guaranteed Contract being entered into with CLM.

## **CIRCUMSTANCES BEYOND CONTROL OF CLM**

If CLM is unable to perform its obligations under this Agreement or a Contract because of any possible factors beyond CLM's control or because of a Force Majeure Event, CLM will notify the Client as soon as is reasonably practicable and will use all reasonable endeavors to secure the return of any money paid by the Client in respect of which CLM has been unable to discharge its obligations under this Agreement.

## **MANIFEST ERRORS**

A "Manifest Error" means a manifest or obvious misquote by CLM, or any Market, Exchange, Bank, information source or official on whom we reasonably rely, having regard to the current market conditions at the time of an order is placed. When determining whether or not a condition amounts to a Manifest Error, CLM will take into account all information in its control including information concerning all relevant market conditions and any error in, or lack of clarity of any information source or announcement.

When making a determination as to whether or not a situation amounts to a Manifest Error, CLM act fairly towards you however the fact that you may have entered into, or refrained from entering into, a contract or transaction in reliance on an order placed with us shall not be taken into account by us in determining whether there has been a Manifest Error. CLM reserve the right, without prior notice, to:

adjust the details of such a transaction to reflect what CLM considers in its discretion, working in good faith, to be the correct and or fair terms of such transaction absent such Manifest Error(s):

if Client does not promptly agree to any adjustment or amendment made under (a) herein we may void from its inception any transaction resulting from or derived from a Manifest Error, and or refrain from taking any action at all to adjust or amend the details or void of any such transaction.

CLM shall not be liable to you for any loss, cost, claim, demand or expense you suffer (including loss of profits or any indirect or consequential losses) resulting from a Manifest Error or our decision to enforce the details of a transaction notwithstanding any Manifest Error. In the event that a Manifest Error is made by any Market, Exchange, Bank, information source, official on whom we reasonably rely, we will not be liable to you for any loss, cost, claim, demand, or expense.

CLM Online Facility: Access to the CLM Online Facility is provided "as is". CLM makes no warranties, express or implied representations, or guarantees as to the merchantability, fitness for any particular purpose or otherwise with respect to the CLM Online Facility, its content, any documentation or any hardware or software provided. Technical difficulties could be encountered in connection with the CLM Online Facility. These difficulties include, but are not limited to: failures, delays, malfunction, software erosion or hardware damage, which difficulties as a result of hardware, software or communication link inadequacies or other causes. Such difficulties could lead to possible economic and/or data loss. In no event will CLM or its Affiliates or any of their employees be liable for any possible loss (including loss of profit or revenue whether direct or indirect), cost or damage including, without limitation, consequential, unforeseeable, special or indirect damages or expense which might occur as a result of or arising out of using, accessing, installing, maintaining, modifying, deactivating or attempting to access the CLM Online Facility or otherwise.

## **INACCURATE PRICES**

The internet, connectivity delays, and price feed errors will sometimes cause conditions where the prices displayed on CLM's trading screen do not accurately reflect market rates. The concept of arbitrage, or taking advantage of these internet delays, cannot exist in a market where the Client is buying or selling directly from the market maker. CLM does not permit the practice of arbitrage on our online facilities. The client acknowledges and agrees to this and CLM can rely on the Client's acceptance of this. If CLM determines that a Contract individually or together reasonably appears to rely on

price latency arbitrage opportunities, CLM may revoke those Contracts without further liability to the Client. To give effect to this, CLM may make necessary or prudent amendments, corrections or adjustments on the account involved. Any dispute arising from such apparent arbitrage will be resolved by CLM in its sole and absolute discretion.

## **TERMINATION OF AGREEMENT**

This Agreement may be terminated immediately by the Client or CLM by Notice to the other in writing. However, termination by either party shall not affect any Contract or other transaction previously entered into and shall not relieve either party of any outstanding obligations arising out of this Agreement, nor shall it relieve the Client of any obligations arising out of any Contract entered into prior to such termination.

In the event that CLM becomes aware of or has reason to believe any of the following:

- that the Client has provided false or misleading information to CLM; or
- that the Client has participated or is assisting in money laundering or terrorist financing; or
- that the Client is being officially investigated by law enforcement and/or regulatory agencies:

Then CLM, at its sole discretion, may terminate this Agreement immediately by Notice to the Client, and CLM shall be relieved of any obligations set out in this Agreement or arising out of the transactions contemplated by this Agreement, including any obligations arising out of any Contract already entered into with CLM.

CLM strictly monitor all trading accounts. Any motive and or manipulation including but not limited to: willful misconduct, fraud, attack, commission-laundering, or unusual transaction, CLM without notice reserves the right to determine such situation at its discretion as "Invalid Transactions caused by Willful Misconducts or Unusual Transactions" regardless of manual trading or EA trading, CLM reserves the right to deduct any profit or loss generated from the trades in addition to the commission. Clients and agents of CLM herein agree and acknowledge that upon the final determination made by CLM after a detailed investigation of the account, Clients and agents are required to fully obey without any objection or determination by CLM.

CLM provides different account types, if scalping is undertaken in the account type where scalping is not allowed, such practices will be deemed as fraud as defined above.



Note: Scalping refers to a trading strategy that makes profits by opening and then closing the position "multiple times", "willfully", or "in enormous volume" within 180seconds.

## ADDITIONAL TERMS AND APPLICABLE LAW

These Terms & Conditions are subject to any mandatory requirements imposed by the law of your country of residence and shall be governed by the law in force in Saint Vincent and the Grenadines and you submit to the non-exclusive jurisdiction of the courts of that place.

If any part of these Terms & Conditions are unlawful, void or unenforceable under the law of any jurisdiction, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions under the law of that jurisdiction and the legality, validity or enforceability of that part under the law of any other jurisdiction will not in any way be affected.

The parties recognize electronic and magnetic recordings as evidence when settling disputable matters, as in order to state any facts concerning the obligations for trading operations in the Derivatives markets.

Without preventing any other method of service, any document in a court action may be served on a party by being delivered to or left at that party's address for service of notices as notified to the other party from time to time.

## DISPUTE RESOLUTION

The parties must use all their reasonable endeavors to resolve any dispute arising in connection with this Agreement or any transactions there under.

CLMarkets has an internal dispute resolution process in place to resolve any complaints or concerns you may have, quickly and fairly. Any complaints or concerns should be directed to the Complaints Officer (by telephone, or e-mail) at the e-mail address and telephone numbers provided in the CLM PDS.

CLM will provide acknowledgement of receipt of written complaints within 3 business days and seek to resolve and respond to complaints within 30 business days of receipt. We will investigate your complaint, and provide you with our decision, and the reasons on which it is based, in writing.

If you are dissatisfied with the outcome, you have the right to engage legal counsel.

## DEFINITIONS

**AGREEMENT** means these Terms & Conditions together with all other documents which are referred to in this Terms & Conditions.

**AUTHORISED USER** means Client provided list of people authorized to access CLM's services and/or enter into Contracts on the Client's behalf

**CFD** means Contract for Difference

**CLM** means CLMarkets Ltd. (IBC No. 24750-IBC-2018)

**CLM WEBSITE** means CLMarkets Ltd. website located at [www.clmforex.com](http://www.clmforex.com) or elsewhere.

**CLIENT** means the Client named in the Account Opening Form, together with its officers, directors, employees and agents.

**CONTRACT** means a transaction in which the Client agrees to purchase or sell a currency, CFD, other derivative from or to CLM or enter into any other transaction with CLM.

**FORCE MAJURE EVENT** means events or causes including, but not limited to, the following: an act of God, unavoidable accident of navigation, sabotage, civil commotion, national emergency, martial law, failure of a transmission or communication network, strike or other labor difficulty or expropriation, restriction, prohibition, law, regulation, decree or other legally enforceable order of a government agency, breakage or accident, change of International law or regulation or any damage of CLM's machinery or systems, unless occurring as a result of an act, omission, default or negligence of the Client or CLM.

**INTERNET** means the interconnected system of networks that connects computers, and electronic handheld devices globally, and includes any online trading platform(s) provided by CLM.

**JURISDICTION** These Terms & Conditions are subject to any mandatory requirements imposed by the law of your country of residence and shall be governed by the law in force in Saint Vincent and the Grenadines and you submit to the non-exclusive jurisdiction of the courts of that place.

**OPEN POSITION** is where a client has entered into a transaction with CLM, and a further transaction has not been entered into in order to close the position.

**PDS** Product Disclosure Statement

**QUOTE ERROR** has the meaning stated on page seven (7) of this agreement.

**REGISTERED OFFICE** means the registered office of CLM.

**SCALPING** refers to a trading strategy that makes profits by opening and then closing the position "multiple times", "willfully", or "in enormous volume" within 180seconds.

Additional definition of terms found in CLM's PDS.

**EXECUTED as an agreement.**