

# USE OF THE TRADING PLATFORM AND SAFETY

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1. The Client shall not proceed in any action that could probably allow the irregular or unauthorized access or use of the Trading Platform. The Client accepts and understands the Company reserves the right, at its discretion, to terminate or limit his access to the Trading Platform if it suspects that he/she allowed such use.
2. When using the Trading Platform, the Client shall not, whether by act or omission, do anything that shall or may violate the integrity of the Platform or cause it to malfunction.
3. The Client is permitted to store, display, analyze, modify, reformat and print the information made available through the Trading Platform. The Client is not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without the Company's consent. The Client may not alter, obscure or remove any copyright, trademark or any other notices that are provided on the Trading Platform.
4. The Client agrees to keep secret and not to disclose any Access Data to any person.
5. The Client agrees to notify the Company immediately if he knows or suspect that his Access Data has or may have been disclosed to any unauthorized person.
6. The Client agrees to co-operate with any investigation the Company may conduct into any misuse or suspected misuse of his Access Data.
7. The Client accepts that he shall be liable for all instructions and orders given through and under his/her Access Data and any such instructions or orders received by us shall be considered as received from him/her.
8. 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, using the internet or other network communication facilities, post, telephone, or any other electronic means.

9. In the event where the Company suspects any fraud, manipulation, swap-arbitrage or other forms of deceitful or fraudulent activity in a Client's account or accounts with the Company or otherwise related or connected to the any and/or all Transactions, then the Company reserves the right to decide, at its sole discretion, to close all open positions in the Client's Trading Account and deduct or add a penalty (equivalent to the swap and/or any profit amount) for all transactions currently and/or previously made in the account and/or annul all profits made as a result and decline from accepting any further requests from the Client to be exempted from any swaps and/or terminate all agreements with the Client.

## **THE PROCEDURE FOR DISPUTE RESOLUTION**

1. If any conflict situation arises when the Client reasonably believes that the Company as a result of any action or failure to act has breached one or more of the terms of the Operative Agreements, the Client has the right to lodge a complaint with the Company within 5 (Five) working days after the occurrence of the event.

To file any complaint, the Client shall fill in the Complaint form in [www.itbfx.com](http://www.itbfx.com). The complaint shall include:

- a) name and surname of the Client (or company name if the Client is a legal entity);
- b) Client's login in the trading platform;
- c) Details of when the conflict first arose (date and time in the trading platform time zone);
- d) Ticket of the position and/or Pending Order;
- e) description of the disputed situation with references to the appropriate clause(s) of these Terms of Business which the Client believes to have been breached.

The complaint must not include:

- a) emotional description/assessment of the conflict situation;
- b) offensive language;
- c) obscenities;
- d) threats.

2. The Company has the right to dismiss a complaint in case it does not comply with the requirements set out above.
3. Disputes not mentioned in the Operative Agreements are resolved in accordance with the common market practice and at the sole discretion of the Company.
4. If the Quotes Flow has been interrupted due to a software and/or hardware failure, all decisions in regard to the Dispute shall be made on a basis of the live Server's Quotes Base synchronized in accordance with the Terms of Business.
5. The Company shall not be liable to the Client if for any reason the Client has received less profit than the Client had hoped for or has incurred a loss as a result of uncompleted action which the Client had intended to complete.
6. The Company shall not be liable to the Client in regard to any indirect, consequential or non-financial damage (emotional distress, etc.).
7. The Company reserves the right to independently launch an inquiry or to resolve a dispute in accordance with these Terms of Business. In such cases, the maximum time period for considering a dispute and taking steps towards its resolution is 0 days. However, in some cases, this period may be extended.
8. In the case of irregular quotes from liquidity providers, the Company reserves the right to limit trading to Close Only mode (only the closing of positions is available) on the respective instruments without prior warning.
9. The Company reserves the right, at its sole discretion, and without prior warning, to block the Orders on a trading account sent by an Expert Advisor.
10. The Server Log-File is the most reliable source of information in a case of any Dispute. The Server Log-File has the absolute priority over other arguments including the Client Terminal Log-File as the Client Terminal Log-File does not register every stage of the execution of the Client's Instructions and Requests.
11. If the Server Log-File has not recorded the relevant information to which the Client refers, the argument based on this reference may not be considered.

12. The Company may indemnify the Client by:
- a) crediting/debiting the Client's Trading Account: this correcting entry will have an explanatory narrative; and/or
  - b) reopening erroneously closed positions; and/or
  - c) deleting erroneously opened positions or placed Orders.
13. The Company has the right to choose the method of Dispute resolution at its sole discretion.
14. The Compliance Department shall consider any Client's complaint or Dispute and endeavor to investigate any Dispute or complaint as soon as reasonably practicable. All complaints will be considered within 5 (five) Business Days from the day the complaint is received. In certain situations, this deadline may be extended.

## **REFUSAL OF COMPLAINT**

1. The Company shall have the absolute right to refuse a complaint lodged by a Client.
2. If the Client has been notified in advance by Trading Platform internal mail or some other way of routine construction on the Server, complaints made in regard to any unexecuted Instructions which are given during such a construction period, are not accepted. The fact that the Client has not received a notice shall not constitute a reason to lodge a complaint.
3. Complaints in regard to a Transaction or Order execution based on the difference in the prices for the Contract for Difference in the Trading Platform and for the underlying asset of the Contract for Difference are not accepted.
4. Complaints in regard to time of Order execution notwithstanding the amount of time a Dealer needed to execute the Order as well as the time when the Server Log-File Recorded Order execution are not accepted, unless the Order placed in the queue has not been executed as the Terms of Business provide.
5. No Client complaints shall be accepted in regard to the financial results of the deals made using temporary excess Free Margin on the Trading Account gained as a result of a profitable position (cancelled by the Company afterwards) opened at an Error Quote (Spike) or at a Quote received as a result of a Manifest Error.

6. In regard to all Disputes any references by the Client to the Quotes of other companies or information systems shall not be taken into account.
7. The Client acknowledges that he/she shall not be able to manage the position or other open positions or give Instructions to open new positions while the Dispute in regard to the disputed position is being considered and no complaints in regard to that matter are accepted.
8. The Client acknowledges that the Company shall not notify him/her that the Dispute has been resolved and the position has been reopened and the Client shall be responsible for all the risks in this respect.
9. Once the Dispute has been resolved the Company has the right to trigger the Stop Loss or Take Profit in the chronological order in which they would have been triggered if the position had stayed open.
10. The Company has the right to void any Transaction if the corresponding hedge trade has been cancelled by a Liquidity Provider.

## **RISK ACKNOWLEDGEMENT AND DISCLOSURE**

The Company discloses and the Client acknowledges that he/she 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/she is willing to undertake this risk.

## **TRADING BENEFITS**

In the event where the Client agrees to participate in a bonus scheme, and/or other promotion, and/or contest which offers a trading benefit (hereinafter the "Trading Benefits Scheme"), the following terms and conditions shall apply:

- a) The Client shall not be entitled to participate in more than one Trading Benefit Scheme at the same time, unless otherwise explicitly provided in the applicable terms and conditions of the Trading Benefit Scheme.
- b) The Company shall not be liable for any margin call or losses that the Client may suffer, including but not limited to losses due to stop-out level, if the trading benefit is withdrawn for any reason pursuant to the applicable terms and conditions of the Trading Benefit Scheme.

c) The Company reserves the right, as it in its sole discretion deems fit, to alter, amend, suspend, cancel or terminate the Trading Benefit Scheme, or any aspect of it, at any time and without any prior notice. Under no circumstances shall the Company be liable for any consequences of any alteration, amendment, suspension, cancelation or termination of the Trading Benefit Scheme.

d) Any indication or suspicion of fraud, manipulation, cash-back or bonus or swap arbitrage, or other forms of deceitful or fraudulent activity in the Client's account or multiple accounts with the Company or otherwise related or connected to the Trading Benefit Scheme shall nullify any and all transactions executed and/or profits or losses garnered therein.

e) The Company reserves the right, at its sole discretion, to disqualify any individual from any Trading Benefit Scheme if the Company suspects a misuse or attempt to misuse a Trading Benefit Scheme, or breaches the present Agreement and/or any of the Company's Business Terms and/or the terms and conditions of the Trading Benefit Scheme and to nullify any and all transactions carried and cancel all orders and annul and/or withdraw all profits of such Client. In these circumstances, the Company shall not be liable for any consequences of the trading benefit cancelation.

f) In the event of dispute, this shall be resolved in accordance to the Dispute Resolution procedure set out herein.

g) Notwithstanding the translated language of the terms and conditions of a Trading Benefit Scheme, the English wording shall be the prevailing version in the event of any discrepancy between the two languages.

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