



Terms & Conditions

1. Introduction – About Us

This site is owned by TMA Consulting Limited, registration number 97154, Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshal Islands MH96960 and operated by BONLUKI Consulting LTD, registration number 205254200, 3 Gurgulyat Str, Sofia City, Sofia District, Metropolitan Municipality, Sredetz Region., Bulgaria 1142.

These are the terms and conditions according to which the customer's account will be opened and operated in order to execute currency trading deals and other financial instruments via TMA Consulting Limited (hereinafter "the Company.") The Company operates according to the Marshall Islands` laws

The relationship between the Customer and the Company shall be governed by this Agreement. As this Agreement is a distance contract, it is amongst others, governed by the Distance Marketing of Consumer Financial Services Law N24(I)/2004, implementing the EU Directive 2002/65/EC, under which signing the Agreement is not required and the Agreement has the same rights and liabilities as a duly signed contract. In the case where you, the Customer, wish to have a signed Agreement, the Customer should print and send 2 (two) copies to the Company, where the Company will sign and stamp the Agreements and send a copy back to the Customer.

We reserve the right to change this Agreement at any time and notify you of any such change either via email or through the Company's website. Any changes to the Agreement will not apply to transactions performed prior to the date on which the changes become effective unless specifically agreed otherwise. In case you disagree with the changes, you may terminate the Agreement in accordance with paragraph 24 hereof.

2. Communication with Us

You may communicate with us in writing (including fax), by email or other electronic means, or orally (including by telephone). The language of communication shall be English and you will receive documents and other information from us in English. However, where appropriate and for your convenience, we will endeavor to communicate with you in other languages. By accepting and agreeing to the Terms and Conditions of this Agreement, you accept the following terms and conditions and all the policies included in the official website of the company.



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The Company 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. The Company monitors your communications to evaluate the quality of service you receive, your compliance with this Agreement, 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 the Company monitors your communications.

3. Membership Eligibility

Services are available and reserved only for individuals or legal entities that have established a legally binding contract under the laws applicable in their country of residence. Without limiting the below mentioned terms, our Services are not available to people aged under the age of 18 or who have not attained the legal age ("Minors"). To avoid any doubt, we disclaim any liability for unauthorized use by Minors of our Services in any manner or another.

Without limiting the above-mentioned provisions, our Services are not available in areas where their use is illegal and the Company reserves the right to refuse and/or cancel access to its Services to anyone at its sole convenience.

For avoidance of doubt, the ability to access our website does not necessarily mean that our services, and/or your activities through it, are legal under the laws, regulations or directives relevant to your country of residency.

For avoidance of doubt, the company saves itself the option to change the terms and conditions as see fit.

4. Definitions — Interpretation

"Account" means the personal trading account the Client maintains with the Company and designated with a particular account number.

"Access Codes" means the username and password given by the Company to the Client for accessing the Company's website.

"Agreement" means these Terms and Conditions for the Services offered by the Company.

"Balance" means the sum held on behalf of the Client on its Client Account within any period of time.



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“Business Day” means a day which is not a Saturday or a Sunday or a public holiday in Bulgaria or any other holiday to be announced by the Company on its website.

“CFD” means contract for difference’ consists of an agreement (contract) to exchange the difference in value of a particular currency, commodity share or index between the time at which a contract is opened and the time at which it is closed. Gains or losses are made based on how the underlying instruments prices change relative to the price at the initiation of the contract.

“Company’s website” means the following website is FxxTrader.com

“Operating (Trading) Time of the Company” means period of time within a business week, where the trading terminal of the Company provides the opportunity of trading operations. The Company reserves the right to alter this period of time as fit, upon notification to the Client.

“Order” means the request / instruction given by the Client to the Company to Open or Close a Position in the Client’s Account

“Services” means the investment and ancillary services which will be provided by the Company to the clients and are governed by this Agreement as these are described in Paragraph 5 of this Agreement.

“Transaction” means any type of transaction subject to this Agreement effected in the Client’s trading account(s) including but not limited to Deposit, Withdrawal, Open Trades, Closed Trades and any other transaction of any financial instrument.

“US Reportable Persons” In accordance to FATCA, a US Reportable person is:

- a US citizen (including dual citizen)
- a US resident alien for tax purposes
- a domestic partnership
- a domestic corporation
- any estate other than a foreign estate
- any trust if:
 - a court within the United States is able to exercise primary supervision over the administration of the trust
 - one or more United States persons have the authority to control all substantial decisions of the trust
 - any other person that is not a foreign person



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In this Agreement, all the words that denote only the singular number will also comprise the plural, wherever the aforementioned definitions apply and vice versa, and the words that denote natural persons will comprise legal persons and vice versa. Words denoting any gender include all the genders and whenever reference is made to the terms “Paragraphs”, “Sections” and “Appendices” it concerns paragraphs, sections and appendices of this Agreement.

The headings of the Sections are only used for facilitating the reference and they do not affect their interpretation. References to any law or regulation will be considered to comprise references to that law or regulation as this can be altered or replaced from time to time or, similarly, to be extended, re-enacted or amended.

5. Deposit and Withdrawal Policy (WD Policy)

Trading in any investment opportunity that may generate profit requires FxxTrader customers to deposit money on their online account. Profits may be withdrawn from the online account.

Deposits and withdrawals are regulated by this WD policy as well as the generally applicable terms and conditions.

5.1. Deposits

You, the Client, have to perform all the deposits from a source (e.g. single bank account). If you want to start trading; you should make sure this account is in your country of residence and in your name. In order to certify that a SWIFT confirmation is authentic, it has to be sent to FxxTrader to confirm the origin of the money which will be used for trading. If you don't comply with this WD policy, you may be prevented from depositing the money via Bank/Wire Transfer.



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5.2. Withdrawals

According to generally acceptable AML rules and regulations, withdrawals must be performed only through the same bank account or credit/debit card that you used to deposit the funds. Unless we agree otherwise, withdrawals from the Account may only be made in the same currency in which the respective deposit was made. In addition, when you deposit or withdraw money for trading purposes using alternative payment methods, you should be aware that additional fees and restrictions may apply. Withdrawals are subjected to withdrawals processing and handling fees. Those fees will be deducted from the transferred withdrawn amount. The fees schedule is available on FxxTrader. Without derogating of the foregoing, FxxTrader may execute withdrawals to a different facility than the one used for the deposit, subject to Anti Money-Laundering regulations. Furthermore, when it comes to withdrawals, Client may be required to present additional information and documents.

5.3. Non-Deposited Funds

Funds appearing on Clients' account may include agreed or voluntary bonuses and incentives, or any other sums not directly deposited by the Client or gained from trading on account of actually deposited funds ("Non-Deposited Funds"). Please note unless otherwise explicitly agreed, Non-Deposited Funds are not available for withdrawal. Further, due to technical limitations, Non-Deposited Funds may be assigned to Client's account in certain occasions (for example, for the technical purpose of allowing the closing of positions or an indebted account).

A certain amount of volume according to the bonus rules will be applied and the profits cannot be withdrawn before this volume is reached. All bonuses will be withdrawn from the account in case of total loss of the funds on the trading platform. Bonus funds are not permitted to be withdrawn.



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5.4. Submitting a Withdrawal Request

In order to process your withdrawal request, you must: Print the [withdrawal.pdf] form. Client will log in to his account through the website, click on withdrawal, fill up the information and fill up the withdrawal form. Sign the printed form. Send the form to us via E-mail as a scanned image (JPG, GIF, PNG, non-password protected PDF) to. All compliance documentation must have been received and approved by FxxTrader compliance officer in order to proceed with the withdrawal. Beneficiary Name must match the name on the trading accounts. Requests to transfer funds to third party will not be processed. Important: Account holder is required to monitor account regularly, and ensure that available margin exists in the account prior to submitting this request, as such withdrawal may have an impact on existing open positions or trading strategy used.

5.5. Typical Withdrawal Processing Time

The time it takes for the money to reach your credit card or bank account that has been used to deposit funds may vary (usually up to five business days). Note that it might take longer for withdrawal walls to bank accounts due to the additional security procedures in force. The request will generally be processed by FxxTrader within 2-5 business days of receipt. In order to avoid any delays please review your information carefully before submitting your request. FxxTrader assumes no responsibility for errors or inaccuracies made by the account holder. Corresponding withdrawals will take 3 to 5 business days to process.

FxxTrader cannot monitor and is not responsible in any way for the Client's Credit Card Company or bank's internal procedures. Client must follow up with the credit card or respective bank independently. Funds are released to your credit account once your credit card merchant has debited the funds from our account. This process may take up to 5 business days or more to reflect on your credit card account balance. If you do not have online access to your credit card, it should appear on the next billing statement(s) depending on your card's billing cycle.

Please note clearly that we are not committed to any time frame and that any additional charges imposed by third parties shall be deducted from the deposit or the withdrawal, as applicable. Additional Charges: If the receiving bank uses an intermediary bank to send/receive funds, you may incur additional fees charged by the intermediary bank. These charges are usually placed for transmitting the wire for your bank. FxxTrader is not



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involved with and nor has any control over these additional fees. Please check with your financial institution for more information.

5.6. Credit/Debit Cards

For Credit card deposits, when you choose an account in a different currency than USD (United States Dollar), your credit card will be debited properly in accordance with amount deposited and the applicable exchange rates. In addition to the exchanged sum deposited, additional credit cards fees may apply (as a result, in such cases you may notice discrepancies between the sum of deposit and the sum charged on your credit card). Customers must accept these slight variations that can occur and won't try to charge this back. If you have used a credit card to deposit money, performed online trading and decide to cash in on your winnings, the same credit card must be used. Amount of withdrawal per credit card is only allowable to an equal amount of money deposited per credit card or less. Greater amounts must be wire-transferred to a bank account.

5.7. Currency

Your Account may comprise of different currencies. These will be subject to the following conditions: We may accept payments into the account in different currencies and any payments due to or from us and any net balances on the account shall be reported by us in the respective currency; The account is maintained in US Dollars, Euro or GB Pounds ("Base Currencies ") and any other currency will be converted at the exchange rate existing at the point of conversion ("Exchange Rate "); if the Client send funds in another currency than his account's currency, we will apply an exchange rate to our discretion. We will generally settle trades or perform any required setoffs and deductions in the relevant currency where the account comprises such currency ledger, save that where such currency balance is insufficient, we may settle trades in any currency using the Exchange Rate.

5.8. Additional Conditions

Please note this policy cannot be exhaustive, and additional conditions or requirements may apply at any time due to regulations and policies, including those set-in order to prevent money laundering. Please note any and all usage of the site and services is subject to the Terms and Conditions, as may be amended from time to time by FxxTrader, at its sole discretion. For queries concerning policy matters, please contact us anytime.



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6. Refund Policy

The policy of return of money was developed for the purpose of reduction of financial and legal risks of the Company, observance of the principles of the Policy of counteraction of money-laundering and counteraction of financing of terrorist activity.

The company has the right unilaterally block an entrance to the private profile, to suspend the trade activity on accounts, to cancel the demand for input-output, or to make return of money if the source of money or activity of the Client contradicts to the Policy of money laundering and financing of terrorism.

The company doesn't cancel the realized commercial transactions therefore the Company has the right to return money to the sender if within a month from the moment of replenishment, on trading accounts, it wasn't recorded trade activity.



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The company has the right at certain objective reasons and in case of need to make return of money, received through any payment system, including credit/debit cards. Thus, return of money will be executed on electronic purses, and bank details which the Client used at input of money.

In case the Company classifies activity of the Client as inappropriate, or contradicting to the usual purpose of use of company services where there is direct, or indirect, illegal, or unfair intention, the Company has the right to work within this document, without informing the Client beforehand.

At replenishment of the trading account by cash card, the Client undertakes not to submit the application for response of the payment which is already enlisted into the trading account to the bank, or to supplier of the credit/debit cash card, both in time, and after completion of use of company services. If the Company nevertheless receives a payment comment according to the transaction, we reserve the right to block an entrance to the client's account and to freeze the current balance of the Client and to send money back on personal account of the Client, after payment of all services and commissions.

The company will take all necessary measures to prevent and block both inputs, and withdrawal by third parties of money from the customer account. Input and output of money from the account can be carried out only by the owner of this account.

7. About robots

Robots are not allowed. Robots who are tricky or cheating the system will be automatically rejected and funds and all profits voided from the platform

8. 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.

FxxTrader 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.



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Prevention:

FxxTrader 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.