

Terms and Conditions

OWNERSHIP OF SITE: NordCapital is operated by SWISS INVESTMENT CAPITAL GROUP LTD. a company incorporated under the laws of Saint Vincent and the Grenadines, with incorporation number : 25388 BC 2019 (Hereinafter referred to as the “Company”, “We”, “Our”).

This Agreement is executed by and between the Company and you (Hereinafter referred to as “You”, the “Client”, “User”).

By clicking “I Agree”, I am confirming that:

- I have read and understood the following Terms and Conditions, including The Company’s Policies
- I understand that the Deposit and Withdrawal Policy, Risk Disclaimer, Risk Disclosure Policy, Acceptable Use Policy, Underage Policy found hereunder constitute an integral and inseparable part of these terms and conditions, and are all part of a binding agreement between me and **The Company** (Hereinafter referred to as the “Agreement”).
- I hereby acknowledge that I am over the age of 18, and all the information I have provided in this application including my residential address and identity is true and accurate, and I will notify the company regarding any material changes in the information provided.
- I hereby acknowledge that all licenses granted to you will be revoked if We notice that the data you provide is not accurate and you will cease to access the services. You agree that We can terminate your access to any of the services offered for online trading at Our sole discretion and with or without notice and close your transaction.
- The Company may not be able to ascertain the appropriateness of any product to Me, including due to lack of experience or undisclosed information.
- I hereby declare that the funds which are being used for trading are not originating from any criminal activity or otherwise breach any law.

- The Company may at any time without limitation amend any of the terms set out in this agreement by posting such information on our website.
- I hereby acknowledge that all non-deposited funds, including bonuses and profits gained on account of or derived of the same, are not part of the client's funds until the Terms and Conditions set by The Company have been met by the trader. If a withdrawal of Non-Deposited Funds has been confirmed, The Company shall have full right to reclaim any and all such funds.
- I hereby Agree to send the company a copy of the following:
 1. A photocopy of your valid passport, driver's license, or national identification card
 2. A utility bill or bank statement from the last two months with your address clearly shown.
 3. A photocopy of the front of the credit card which you used to make your deposit.

* You will need to send us this information for every card you use to make deposit

I understand as a consequence how to trade and **the RISKS that are involved**. In addition I have read and understood the risks involved in Crypto Currency and Forex Trading (**“Trading“**).

By filling the Subscription Form I hereby acknowledge that this account will be open for myself exclusively, and I confirm that I have read, understood and accepted all terms in this Agreement. The terms of this Agreement are notwithstanding statutory, regulatory or legal requirements as well as any limitations or restrictions which we may agree upon in writing.

The following Terms and Conditions apply to all users.

Please feel free to use our customer support or contact us by e-mail at support@NordCapital.net in case you have a question.

Please note that all phone calls will be recorded, and all emails will be saved on Company's servers.

In order to receive the full extent of the services provided by the Company, you must read and accept these Terms and Conditions. If you do not agree to be bound by these Terms and Conditions please do not use our website.

You hereby acknowledge that you have the knowledge and experience to trade and understand the risks involved. **We cannot be held responsible for any damage or loss and we are not responsible for verifying whether you possess sufficient knowledge or whether your trading choices are wise.**

You hereby acknowledge that you understand in full that trading, investments and similar operations are regulated differently throughout the world. The fact that you can access Our website and use the tools We offer does not necessarily mean that such activities are legal in your country. Users accessing this site are required to inform themselves about the jurisdiction restrictions.

Please note that closing or suspending your account due to a breach of the terms of service and explicitly the Acceptable Use Policy, may entail loss due to the closing of positions.

The present Terms and Conditions state that under no circumstances shall The Company or its employees be liable for lost profits or any kind of damage occurring during trading, due to connection to our website, including negligence. In any proven circumstance, the liability of The Company is limited to our last monthly commissions received from money you transferred or deposited in your trading account.

Terms and Conditions

The Preamble to these terms of service is inseparable part thereof and together with all company policies constitute a binding Agreement between the User and the Company.

You and any person making use of the Site are referred to hereunder as “User”.

By accessing, visiting and/or using this Site, any person so doing (hereinafter: “User”) unequivocally and unreservedly expresses his or her binding agreement to any and all of these Terms and Conditions, constituting a binding agreement between the User and The Company, and undertakes to fully comply therewith. Any and all activity on, with and/or *via* this Site shall be governed by these Terms and Conditions.

BY USING THIS SITE IN ANY WAY YOU CONFIRM YOUR UNREVOCABLE ACCEPTANCE AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS.

IF YOU DO NOT ACCEPT ANY OF THESE TERMS AND CONDITIONS OR ANY OF THE POLICIES – YOU CANNOT USE THE COMPANY’S SERVICES AND PLEASE STOP USING THIS SITE AT ONCE.

- 1) **Permitted Use:** Any User must be aged 18 or older and legally permitted to use this Site under the laws applicable to him/her. User represents that he or she has full legal capacity to enter into legally binding agreements. Users may not make commercial and/or serial and/or automated use of this Site. This Site strictly forbids any use of data mining, data gathering, bandwidth theft, offline browsing plug-ins and software and/or download and/or batch download or access and any access via any software except for the main common and official web browsers.

- 2) **Your Account and the Bank Account:** Upon receipt of your application, we may carry out credit or other checks as we deem appropriate from time to time including without limit obtaining references from your bank, employer or credit agencies (if applicable). Credit reference agencies will record details of the search irrespective of whether your application proceeds or not. We reserve the right to carry out further credit checks at any time whilst this Agreement is in force. You acknowledge and accept that we may use credit scoring methods to assess your application. This may affect our decision on whether to accept the application or whether to alter the way in which your Account will operate. You must notify us immediately of any material changes to any of the information set out in your Application Form. In the event that your Application Form is accepted we will open an Account for you and provide you with a user ID and account number. You must not disclose these details to any other person. In the event that you believe that these details are known by a third party then you will notify us immediately. You will assist us in investigating any misuse of your Account. You confirm that we are not obliged to confirm or check the identity of anyone using or quoting your Account. You confirm that we shall be

entitled (but not obliged) to make any payments owed to you to one single account for all sums. We may (but are not obliged to) agree to transfer monies to different Bank Accounts. Notwithstanding the fact that we agree to do so, we shall not be liable for any mistakes made by us in the amount transferred provided that the aggregate sum transferred pursuant to this Agreement is correct.

- i. Dormant accounts: Any account which will shall not have any activity for a period of time which exceeds 6 months, will be considered a 'dormant account'. Dormant accounts will be charged 25 USD for every 6- months they stay dormant.

3)

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 (Hereinafter referred to as "Non-Deposited Funds"). PLEASE NOTE NON-DEPOSITED FUNDS, including profits gained on account of or derived of the same, are not part of the client's funds until the Terms and Conditions set by The Company have been met by the trader. If a withdrawal of Non-Deposited Funds has been confirmed, The Company shall have full right to reclaim any and all such funds.

4) **Further Covenants:** In addition to the above and without limiting the

Generality of this clause, you:

- i. Confirm that the Bank Account details are complete and accurate and that you will notify us immediately if these change and will provide us with any such documentation as we request in respect of such revised Bank Account;
- ii. Confirm that (unless otherwise agreed by us) the Bank Account relates to a Bank account opened in your country of main residence;

- iii. Acknowledge and accept that we are under no obligation to transfer any Monies to or accept any monies from any account other than the Bank Account.
- iv. Except in the case of fraud (that not includes fraud from a third party), we do not accept responsibility for any loss or damage suffered by you as a result of your trading on monies deposited in or credited to your Account in error by or upon our behalf.
- v. We reserve the right to close or suspend your Account at any time in accordance with the terms of this Agreement.
- vi. Acknowledge explicitly that The Company has the right to change the amount of margin that is allowable per any trading due to market volatility, without prior notice.
- vii. Multiple Accounts: Except as otherwise expressly provided in this Agreement, if you have more than one Account with us, each account will be treated entirely separately. Therefore, any credit on one Account (including monies deposited as margin) will not discharge your liabilities in respect of another Account unless we exercise our rights under this Agreement.
- viii. Joint Accounts/beneficiaries: In the event that an Account belongs to multiple users or to a corporation, company, partnership or any other corporate body, all beneficiaries or signatories will be required to approve a withdrawal.

5) **Limited License:** By accepting the Terms and Conditions you will be granted a non-exclusive, non-transferable and limited personal license to access and use the website, but you cannot deep-link to the website or copy and resell the materials appearing on the website without prior written consent of the Company.

- i) The license granted will be terminated if we notice that the data you provide is not accurate, and you will cease to have access to the services. You agree that the Company can terminate your access to any of the services offered for

online trading at its sole discretion and with or without notice and close your transaction.

- 6) **Intellectual Property:** All content, trademarks, services marks, trade names, logos and icons are the property of the Company or its affiliates, agents, or brokers and are protected by copyright laws and international treaties and provisions. It may not be used except as permitted in these Terms and Conditions or with prior written permission of the owner of such material (hereinafter: “information” or “data“). The information on this Site belongs to the Company or its respective affiliates and suppliers and may not be copied or used without prior approval.

- 7) **Linking to this Site:** The Company Website may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that we are not responsible for the content or availability of any such sites.
 - i) Under no circumstances shall the Company or its employees be liable for lost profits or any kind of damage occurring during trading, resulting from any connection to our website, including negligence. In any proven circumstance, the liability of the Company is limited to the amount of your latest m deposit in your trading account.

- 8) **Logins Security:** It is your responsibility to maintain your Account at all such times. If you have more than one Account, this responsibility will relate to each Account separately, unless we have agreed otherwise in writing with you.

- 9) **Unlawful usage:** You are prohibited from making any unlawful usage of this Site, and are informed and aware to the fact that in addition to these Terms and Conditions and any and all policies for usage of this Site, you may and are expected to be subjected to laws and regulations applicable in your or any relevant jurisdiction, including any promulgations related to gambling, securities, taxation

and/or anti-money laundering. The Company does not encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions, we may take any action we deem necessary to cure or prevent the violation, including without limitation, the immediate removal of the related materials and/or User from this Site. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

User undertakes that any and all information provided by him is true, accurate, complete and up-to-date

- i.** User undertakes to indemnify, defend and hold The Company harmless, as well as any and all of its subsidiaries, agents, employees and/or officers, against or from any liabilities, obligations, claims, debts, expenses etc., in any way connected with any misuse or abuse of the site, information or services provided or contained herein, including in particular (but not limited to) any breach of these Terms and Conditions and/or violation of any law whatsoever (including any violation or infringement of any third party rights) and/or any breach of any applicable third party Terms and Conditions;

10) **Taxation:** All taxes, duties and government charges ('Taxes') imposed or levied in connection with the use of the website and the trading platform will be the sole responsibility of User.

11) **No Warranties express or implied:** USE THIS SITE AT YOUR OWN RISK. THE INFORMATION, MATERIALS AND SERVICES PROVIDED ON OR THROUGH THIS WEBSITE ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

- i. You hereby acknowledge that you have read all relevant documents supplied to you with this agreement, including (but not limited to) the Risk Disclosure and Risk Disclaimer Policy, and understood all risks involved, and you accept all terms of this Agreement.**
- ii.** The Company and/or any or all of its subsidiaries, affiliated companies, agents, employees, lawyers, trustees, bankers and/or officers does not regulate and/or oversee and/or verify the information published on this Site by third parties, including articles, trading information, quotes, et cetera. The Company's sole responsibility and endeavor is to facilitate trading and provide information and articles deemed useful. The Company shall not incur any liability, in any way, or otherwise bear any damages and/or expenses to any user or third party, except for return of the last monthly fees (to the extent that such fees were actually paid to The Company), and subject to the terms set herein. The Company shall not be liable to denial of service on any grounds, whether general, personal or specific. The Company shall not be liable in any way for information, software, products and/or services provided by third parties.
- iii.** Except as explicitly set herein and under specific conditions, We DO NOT provide any advisory service. Signals posted on Our website are provided by third party signal providers. We do not investigate, vet or warrant the performance or quality in any way of any third party signal provider. All transactions, investments and decisions are at your own discretion and risk.
- iv.** Neither the Company nor any of its respective affiliates, subsidiaries, agents, employees and officers warrant the accuracy or completeness of the information, materials or services provided on or through this website. The information, materials and services provided on or through this website may be out of date, and neither the Company nor any of its respective affiliates makes any commitment or assumes any duty to

verify, validate or update such information, materials or services. The Company and/or any or all of its subsidiaries, agents, employees and/or officers, does not assume any responsibility, or will be liable, for any damages to, or any viruses that may infect, your computer, telecommunication equipment, or other property caused by or arising from your access to, use of, or browsing this Site, or your downloading of any information or materials from this Site.

- v. IN NO EVENT WILL THE COMPANY OR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS, NOR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION OR TRANSMISSION OF THIS WEBSITE, BE LIABLE TOWARDS YOU OR ANYONE ELSE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS WEBSITE, ANY WEBSITES LINKED TO THIS WEBSITE, OR THE MATERIALS, INFORMATION OR SERVICES CONTAINED ON ANY OR ALL SUCH WEBSITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

- vi. The Site may be, at any time and at the Company's sole discretion, be off-line for maintenance or for any other reason, and service may be denied, temporarily and/or continually and/or indefinitely, of any person at no liability to the Company.

- vii.** The Company does not guarantee the availability of the trading platform at all times, as it is provided by a third party, and may be unavailable at any time, without notice. The Company will not be held responsible and shall in no way be liable for any loss caused to User resulting from the unavailability of the trading platform.

- viii.** The Company does not guarantee that you will be able to access the website at any time and location and it does not make any warranties with respect to the web site content. Without limiting the foregoing, the Company will not be held responsible for an impossibility of executing trading orders, due to letdowns in the operation of informational systems due to technical faults, which are beyond its control.

- ix.** IN THE EVENT OF ANY PROBLEM WITH THIS WEBSITE OR ANY CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THIS WEBSITE. IF YOU ARE A REGISTERED USER YOU MAY RECEIVE A RETURN OF FEES RECEIVED BY THE COMPANY WITHIN THE PREVIOUS MONTH WITH RESPECT TO SERVICES THAT WERE FULLY DENIED AS A RESULT OF AN ACT OR OMISSION BY THE COMPANY. ALL CLAIMS AGAINST The COMPANY SHALL BECOME OBSOLETE WITHIN 12 MONTHS OF THE OCCURANCE GIVING RISE TO THE CLAIM. IN THE EVENT OF ANY PROBLEM WITH THE INFORMATION, PRODUCTS OR SERVICES THAT YOU HAVE PURCHASED ON OR THROUGH THIS WEBSITE, YOU AGREE THAT YOUR SOLE REMEDY, IF ANY, ASIDE OF THE ABOVE SAID, IS FROM THE 3rd PARTY PROVIDER OF SUCH INFORMATION, PRODUCTS OR SERVICES.

- x. **The above disclaimers means that The Company does not undertake to provide any service and/or any and all functionality on the Site. This also means if you believe you have any claim against The Company it should be presented with no delay and shall be null and void within 12 months of the first time it came to be.**

12) **Revisions to these Terms and Conditions:** The Company RESERVES THE RIGHT TO CHANGE THESE TERMS AND CONDITIONS AT ANY POINT WITHOUT PRIOR NOTICE. YOU ARE THEREFORE RESPONSIBLE FOR REGULARLY REVIEWING THESE TERMS AND CONDITIONS. CONTINUED USE OF THIS SITE FOLLOWING ANY SUCH CHANGES SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES.

These Terms and Conditions have been last updated on May 14, 2015.

13) **Force majeure:** Whilst we will endeavor to comply with our obligations in a timely manner we will incur no liability whatsoever for any partial or non-performance of our obligations by reason of any cause beyond our reasonable control including but not limited to any communications, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of any law or governmental or regulatory requirement and we shall not be held liable for any loss you may incur as a result thereof.

i) Without prejudice to the generality of this clause, the following events shall be considered as an event of force majeure:

(1) where we are (in our opinion) unable to maintain an orderly market as a consequence of civil unrest, terrorism, strikes, riots or power or communication failure;

(2) excessive volatility in the financial markets;

(3) Suspension, closure or liquidation of underlying markets.

(4) Without prejudice to the generality of this clause, in the event of force majeure we will be entitled to:

- (a) alter trading times;
- (b) alter the Margin Requirement;
- (c) Close or cancel any open contracts/positions.

- 14) **Termination:** You or we may suspend or terminate your account or your use of this Site at any time, for any reason or for no reason. Except for the withdrawal of accumulated funds, you will not be entitled to any remedy for discontinuing the services, all subject to our WD policy and applicable laws and regulations. We reserve the right to change, suspend, or discontinue all or any aspect of this Site at any time without notice.
- 15) **Severability:** Should any provision herein be deemed void or invalid by any court of law having proper jurisdiction, such provision shall be severed, and shall not in any way vitiate or detract from the effect and/or validity of any or all remaining provisions herein.
- 16) **Choice of Law; Jurisdiction:** These Terms and Conditions supersede any other agreement between you and The Company to the extent necessary to resolve any inconsistency or ambiguity between them. These Terms and Conditions will be governed by and construed in accordance with the laws of the United Kingdom, without giving effect to any principles of conflicts of laws. A printed version of these Terms and Conditions will be admissible in judicial and administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. These Terms and Conditions, as well as any dispute arising therefrom or in connection therewith shall be brought before the courts of law of London, UK which shall have exclusive jurisdiction over the same.

- 17) **Dispute Resolution; Arbitration:** The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Agreement. If the parties fail to agree upon terms of settlement, either side may submit the dispute to confidential arbitration proceedings by a sole arbitrator under the ICC ADR Rules, whose decision shall be final and binding. The arbitration proceedings shall be conducted in English, in London, UK or another place agreed by Parties. Without derogating of the provisions above, this clause explicitly sets exclusive jurisdiction to said arbitration process, and neither Party shall be entitled to submit any dispute to the courts of its domicile which contradicts said arbitration process.
- 18) **Additional Assistance:** If you do not understand any of the foregoing Terms and Conditions or if you have any questions or comments, feel free to contact us at any time.
- 19) **Our Commitment to Security and Privacy:** In order to prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate and reasonable physical, electronic, and managerial procedures to safeguard and secure the information we collect online. Please see our Privacy Policy for further information.
- 20) **Assignment to Third Parties:** The Company is fully entitled to assign, grant, transfer or sublicense any and all of its rights provided for herein, including any rights with regards to information or data, wholly or in part, to any third party whatsoever.
- 21) **The Company No Waiver:** The Company's acquiescence to any breach of These Terms and/or failure to exercise any right provided for herein shall be without

prejudice to The Company's legal rights and remedies, and shall not be held to preclude and/or debar it from exercising or seeking any of the same.

22) **How to Contact Us:** Should you have other questions or concerns, please contact us anytime, by email at support@NordCapital.net.

Acceptable Use Policy [AUP]

Important: You are hereby advised that any breach of this acceptable use policy or otherwise manipulating, abusing or exploiting The Company's online trading services offered to the public, may result in significant monetary and other damages to The Company and/or third parties, including other users and traders like yourself, and The Company shall be entitled to seek any remedy available to it hereunder or under law, including an injunctive RELIEF.

Without derogating of the provisions of the following Acceptable Use Policy, any of the following activities are explicitly prohibited and shall be deemed fundamental breach of the Terms of Service Agreement:

- Unauthorized automated access to the services and systems.
- Latency exploitation in trading.
- Coordinated trade through multiple accounts (including trading in tandem).
- Any reverse engineering of the software or the services.

1. Scope of AUP

The AUP applies to all systems and services offered by The Company, without exceptions.

The AUP applies to everyone, including all clients, users and visitors (“**User**” or “**You**”).

The prohibited activities and uses set out in this AUP are not a complete list. If you are unsure about any contemplated action you should contact The Company immediately.

2. Automated Access

You may not use, under any circumstances, any software which automatically accesses or operates on The Company's systems, websites or systems, unless such software is officially provided by The Company.

3. Prohibited Activities

The Company shall not use, and will take reasonable actions to ensure that no user or third party shall use its systems in any of the following ways:

Fraudulently or in connection with any criminal offense.

To send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy and/or any other rights

To cause annoyance, inconvenience or anxiety.

To spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party.

In any way which, in The Company's reasonable opinion, is or is likely to be detrimental to the provision of the Company service to the company or any of The Company's or its shareholders' and/or affiliates' and/or directors and/or lawyers and/or trustees and/or bankers and/or customers and/or business and/or reputation.

In contravention of any licenses or third party rights.

To attempt to interfere with any The Company service to any user, host or network this includes without limitation:

Flooding of networks;

DOS (denial of service) attacks of any sort;

Deliberate attempts to overload a service and attempts to crash a host;

Any attempt to abuse, manipulate or benefit of an error, software bug, security backdoor or breach, latency differences;

Resale of services;

Any sort of automated, cooperative or multi-user operation (explicitly including tandem-trading) to circumvent or exploit the services or systems;

For transmitting E-mails, code or files which contain computer viruses or corrupted data or Trojan horses or tools which compromise the security of web sites or user data. This explicitly includes spyware and malware of any sort.

You acknowledge and agree that the list of prohibited activities set out in clause 2.1 is a non-exhaustive list. The Company reserves the right to cancel any deal and/or hold and offset any funds and/or demand any fund or right due to unacceptable use of its services, taking advantage of mistakes or abusing its systems.

You will not allow use of the System or access to any person who is not a Client and will not copy, distribute, publish, transmit, display, modify, prepare derivative works based on, report or otherwise use the system in whole or in part for the use of any other person.

The trademarks and logos displayed on the system are registered trademarks of The Company and/or respective persons. Any use of such trademarks may only be allowed after the written consent has been obtained.

4. Network Security

You shall not:

Violate or attempt to violate The Company's security or attempt to interfere or interfere with The Company's networks, authentication measures, servers or equipment.

Attempt to circumvent user authentication or security of any host, network or account which includes accessing data not intended to the recipient, logging onto a server where access is not authorized or probing the security of other networks.

Attempt to gain access to any account or computer resource not belonging to you through The Company's System and/or services.

5. Violation of this AUP

The Company shall be entitled to take organizational, automated and discretionary measures to ensure compliance with this AUP and all other rules and policies by all users.

Any right of The Company hereunder, explicitly including the right to impose a sanction, shall not be deemed as to obligate The Companying any way to exercise such right (or impose such sanction).

Failure to exercise any right of The Company herein shall not be deemed a waiver of such right, including the imposition of a specific sanction.

The Company may stop any person from accessing the System and may take such adequate measures as The Company deems necessary to prevent such access, if The Company becomes aware of any circumstances which give reason to believe that a login is being misused.

If you or any other person violate any term of this AUP, The Company may, without notice to The Company and without any liability to The Company and/or its Clients and/or any other party:

Require clarifications, authentications, documentations or other proof or details relevant to an investigation.

Prevent Client access to the System for good cause at its discretion.

Repair, rectify and/or rollback client transactions to perform restitution for and by the Company or third party.

Offset, deduct and/or confiscate funds and/or information as required at its discretion in accordance with law and/or any court order or instructions from a competent investigative or law enforcement authority.

Suspend or terminate The Company's use of its systems and/or service; or

Take any action as it considers appropriate.

For the avoidance of doubt, the exercise by The Company of its rights hereunder will not require The Company to compensate the user for loss of access to The Company's System and service.

A violation of this AUP by a person having only indirect access to the Company service through you, will be considered a violation by you, including whether or not the violation was in with your knowledge or consent. You are responsible for any and all actions of its Clients to whom it directly or indirectly provides its services.

The Company may cooperate with system administrators or other network or computing services providers to enforce this AUP or a policy of another provider.

The Company may involve, and will cooperate with, law enforcement if criminal activity is suspected.

Deposit and Withdrawal Policy (WD Policy)

Trading in any investment opportunity that may generate profit requires The Company's 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.

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 The Company to confirm the origin of the money which will be used for trading. If you do not comply with this **WD policy**, you may be prevented from depositing the money via Bank/Wire Transfer.

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.

Without derogating of the foregoing, The Company 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, clients may be required to present additional information and documents.

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).

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: support@NordCapital.net

- All compliance documentation must have been received and approved by The Company's compliance officer in order to proceed with the withdrawal.
- Beneficiary Name must match the name on the trading account. 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.

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 withdrawals to bank accounts due to the additional security procedures in force.

The request will generally be processed by The Company within 2 business days of receipt. In order to avoid any delays please review your information carefully before submitting your request. The Company assumes no responsibility for errors or inaccuracies made by the account holder.

Corresponding withdrawals will take 3 to 5 business days to process. The Company 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. The Company is not involved with and nor has any control over these additional fees. Please check with your financial institution for more information.

Credit/Debit Cards

For Credit card deposits, when you choose an account in a different currency than USD (United States Dollar), Euros, or GBP (British Pounds), 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 will not 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.

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, Euros, and GBP (“**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.

You declare strict abidance to AML (Anti Money Laundering) regulations. You agree that the Company may implement regulations and procedures to adhere to AML regulations at its sole discretion. Credit card deposits should be made only from personal (non-corporate) credit cards registered under your name. Refunds and withdrawals will be executed only to the credit card from which the funds were originally deposited from. The Company at its sole discretion shall have the right to pay amounts above the original deposit to a bank account in your name and held in your country of domicile. Corporate credit cards will not be accepted. Depositing by wire shall be made only from a bank account in your country of domicile and from an account in your name. Refunds and withdrawals in case of a deposit by wire shall be executed to the same account where the deposit has originally been wired from.

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 The Company, at its sole discretion.**

For queries concerning policy matters, please contact us anytime.

Disclosure of Details

On every deposits of 1000 USD and above we will ask our traders to send us for the following documents in order to validate your account, within ten business days.

1. A photocopy of your valid passport, driver's license, or national identification card
2. A utility bill or bank statement from the last two months with your address clearly shown.
3. A photocopy of the front of the credit card which you used to make your deposit.

* You will need to send us this information for every card you use to make deposit

The Company does not guarantee that you will be able to access the website at any time and location and it does not make any warranties with respect to the web site content. Without limiting the foregoing, The Company will not be held responsible for an impossibility of executing trading orders, due to letdowns in the operation of informational systems due to technical faults, which are beyond its control, in cases of technical glitches a The Company will held responsible for an impossibility of executing trading orders

Refund Terms & Conditions

When you open an account with The Company the payment will be charged from your credit card for immediately. If you are not satisfied from The Company trading platform for any reason, you have the right to apply for a refund of your remaining balance. Please note that if you have received a bonus, you will have to follow the bonus T&C. If you decide to apply to refund your purchase, all logins and memberships will be deactivated. Whether your application will be approved or declined shall be at the sole discretion of the Company. Please allow up to 48hrs for our customer support team to approach your request. Our support team will contact you to confirm your request or to ask for additional information if needed. All refunds will be issued in the form of payment in which they are made.

If you have any questions or concerns we are happy to assist you through our support desk.

Risk Disclosure and Risk Disclaimer Policy

The Company strives to provide its customers with the best tools for trading, including introductory guidance for the live trading environment, education on the markets, and a written daily analysis on the Company website. The Company does not manage or advise on investments. The Company allows you to trade in highly speculative investments which involve a significant risk of loss. Such trading is not suitable for all investors so you must ensure that you fully understand the risks before trading.

Further, The Company is not responsible for the accuracy of information or content provided by third parties, including site and information linked to or presented in this website.

For queries concerning policy matters, please contact us at any time.

Additional conditions

Please note this policy cannot be exhaustive, and additional conditions or requirements may apply at any time due to technological changes, experience, regulations and policies, including those set in order to prevent money laundering. This AUP is subject to change at The Company's sole discretion at any time and any change is effective when posted on The Company's website or otherwise made known to The Company.

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 The Company, at its sole discretion.

For queries concerning policy matters, please contact us at any time using the following [email: support@NordCapital.net](mailto:support@NordCapital.net)

Underage and Child Privacy

By using this website you state and represent that you are over the age of 18 or any agree restriction applicable in your jurisdiction in order to participate in trading, as any laws applicable to you may dictate. If you are under aged and entered the site by mistake, you should stop using the website and inform us promptly and we will conform with the applicable laws and regulations that apply to you and your personal information.

Regardless of the foregoing, in order to protect child privacy, we never knowingly collect or maintain information from users under 13, and no part of our website is structured to attract anyone under the age of 13. Should Website ever collect or maintain any such information, it will comply with the Children's Online Privacy Protection Act (COPPA) and any other applicable law, under the appropriate jurisdiction.

Changes to This Privacy Policy

This privacy policy may be changed from time to time, as we see fit. The binding version is the most updated version posted on the site. We may, at our discretion, inform you via e-mail regarding any material changes.

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 The Company, at its sole discretion.

Contact Us

For queries concerning policy matters, please contact us at any time.