



TERMS AND CONDITIONS

## ***Client Agreement***

The Client (the “client,” “customer,” “you,” “he/she”) affirms that by using our Services, he or she had read this document thoroughly, understood and agreed with everything that is written herein. This document, which is a legal contract between the client and VertexETF (“VertexETF,” “Company,” “we,” “us,” “our”), shall determine the responsibilities and rights of VertexETF and its clients in connection with the Company’s services.

## ***General Risk Disclosure***

Derivatives and/or Forex trading carry a high risk of loss and are not suited for everyone. These Services are offered by the Company; in addition are indices, commodities, currencies and metals for trade. By using the Company Services, the Client understands the risks that may arise, and is aware of all the associated liabilities and costs; with that, the Client should be capable of managing transactions on a regular basis. VertexETF has provided a Declaration of Risk statement for more detailed information, which hereby shall be understood and agreed to.

### ***1. COMPANY DETAILS***

Risk Warning: Trading Forex and Derivatives carries a high level of risk to your capital, and should therefore only invest with funds manageable by your own means.

VertexETF powered by VERTEXETF LTD. (Registration No. 11783496). A Company with operational address in 1 New York St, Manchester, United Kingdom, M1 4HD

All complaints may be directed to the email address and/or phone number and will be resolved based on the complaints handling policy outlined here.

### ***2. HEADINGS***

- “VertexETF” refers to the Company, affiliates, subordinates, and their beneficiaries;
- The “Client” refers to a customer/s, client/s, party or parties who use/s the Services of the Company and who have declared their steadfast compliance of the Terms and Conditions set herein;
- The “Agreement” refers to this document and all other formal, written form of declarations, agreements, permissions affirmed by the client.

### **3. APPLICABILITY OF TERMS AND CONDITIONS**

The Terms and Conditions shall take effect, and bind the Client and Company, of all the obligations and rights set at the time that the Client started to trade using VertexETF services and technologies. If the Client cannot formally disregard the Terms and Conditions for any reason, it should not affect any provisions; the Client's trading activities in the Company shall be enough affirmation of the Client's consent and agreement to the Terms and Conditions. Headings and technical terms herewith are for references only, and neither have an actual effect nor restrict any of the provisions of the Terms and Conditions.

The Legal Documentation as shown in the official website is the sole documentation of the Company, which might be provided as reference to the clients upon request. Additional certificates may be provided during personal meetings and conferences.

### **4. REGISTRATION AND ELIGIBILITY**

#### Registrations

For identification purposes as to comply with the existing laws and regulatory requirements, the Client agrees to submit valid identification documents, and/or any additional obligatory information reference as requested by the Company. Such information and documents provided heretofore authenticates the Client's identification, thus, preventing fraud and other illegal activities. Should the Client fail to comply with the necessary documents, the Company reserves the right to restrict the Client's service usage and/or trading account.

#### Eligibility

Upon using the Company's services, the Client therefore agrees he/she is eligible to accept the agreements set herein, and that no law or jurisdiction is violated. The services VertexETF provides are intended only for clients who are not prohibited by the laws of any applicable jurisdiction from acquiring trading-related agreements. The Client hereby represents, warrants, and agrees to ensure that his/her use of the services shall comply with all applicable laws, statutes, and regulations. The Company will not be responsible for any illegal or unauthorized use of services by the Client. Legal counsel in the applicable jurisdiction is highly recommended should the Client have any doubts regarding the legality of use of the services.

## **5. COMPANY OFFERINGS**

VertexETF offers a variety of trading Services to clients and these include Derivatives, Forex, Commodities and much more as displayed on the Company website. You acknowledge that any loss or profit that may be brought about by unstable market conditions shall be at your own risk.

## **6. COMMUNICATION**

You acknowledge that all communication from the Company shall be in electronic form through VertexETF's website and other Company means of communication to clients.

## **7. FUNDING AND WITHDRAWAL**

A formal request shall be provided by the Client in order to be initiated by the Company. For a withdrawal request to be approved, the Client affirms his/her account does not have outstanding dues, he/she has followed the Company's policies, and the trading account must not have any ongoing trades or by the terms of risk management with additional signed agreement. For such request in line with the Company's Bonuses, the Client must comply with the Bonus Guidelines set herein.

Furthermore, the same percentage of the requested amount to be withdrawn in the Client's balance shall be deducted from his/her credit funds. Approved withdrawal request will be sent to the Client in the same manner it was received by the Company. The Company shall not be held liable for any transfer fee or other charges with respect to the withdrawal. It is the exclusive right of VertexETF to reject any other withdrawal procedure requested by the Client and advises the most viable method.

Funds which were transferred via card will be sent by the Company with the same amount of which was deposited by the Client. Bank account transfer shall take place for a higher withdrawal request of which will be processed within three to five business days; any bank transfer withdrawal transaction shall be limited to a minimum of 50 USD.

## **8. REFUND POLICY**

If the Client funded his/her Account using credit card, payment shall automatically be debited from the card. Should the Client have a change of mind regarding his/her funding for any reason, the Client may have the right to apply for a refund of his/her remaining balance; whereas the Terms and Conditions apply to those who received a bonus from the Company.

Upon a refund request, the Client must provide all the necessary information required by the Company, as well as abiding the KYC Policy; whereas the Client must not have any open or pending trades in his/her trading account. Refund application shall be processed by the Company's respective department within two business days; further information needed from the Client's side shall be requested by the Company via email.

The Company is not obliged to inform the Client of his/her refund application's confirmation, and it is at the Company's sole discretion whether the Client's refund application shall be approved or declined. Furthermore, if the Company provides confirmation for the Client's refund application, the Client shall receive it via email. Upon the Client's application of refund, all credentials, accounts, and memberships from the Company shall be deactivated.

The Client understands and acknowledges that he/she will receive his/her refunds through the same method and account where he/she made the deposit.

## **9. CLIENT FUND**

VertexETF shall be allowed to keep the client's funds for the use of trading. Losses and profits after trading shall be deducted or deposited to the client's trading account.

The Company reserves the right to terminate accounts holding the minimum investment of 100.00 USD and apply necessary charges without prior notice to the client.

In an event of non-activity for a year, the Company may charge maintenance fee to keep the account accessible.

## **10. CUSTOMER REPRESENTATIVE AND FUNDS TRANSFER**

On such circumstances that the Client authorizes a third party to manage his/her trading account, the Client affirms that such action is performed under his/her own risk, as VertexETF cannot be held liable for your action and is not obliged to make any recommendations in the matter being. It is the Company's discretion to refuse the appointment of representative and therefore may reject transactions made on the Client's behalf.

Should a fund transfer request between two Company-clients was initiated, both parties should submit a formal request subject to approval. VertexETF may dismiss funds transfer requests.

## **11. CUSTOMER RESPONSIBILITIES AND ACKNOWLEDGEMENTS**

By using the Services of the Company, the Client affirms that he/she is:

- Capable of engaging in financial investment activities and is of legal age in compliance with the jurisdiction the foregoing is under.
- Not a politician; neither affiliated nor related with a politician in any way.
- Using funds for trading in the Company that are legally obtained and were not acquired from illegal activities.
- Not accumulating interest from his/her account.

Furthermore, the Client acknowledges when a contract/asset expires, failure to close ongoing trades may result to an automatic exit; trades will be closed accordingly.

Exemption from automatic exit is feasible, provided that the account is in good standing, which, in such case, transferring to another liquidity provider is optional.

All conversations between the Client and VertexETF workforces may be electronically recorded with or without prior notice. These recordings may be used to clarify and solve disputes and/or legal preceding that may arise. It is further acknowledged that these recordings are sole properties of the Company; VertexETF therefore reserves the right to refuse provision of requested records.

## **12. BONUS GUIDELINES**

For clients' convenience, the Company, from time to time, may launch promotions and give bonuses which are subject to separate and specific Terms and Conditions as set by the Company.

Bonuses and/or profit obtained from the bonuses shall only be withdrawn by the Client if the required trading volume determined by VertexETF is met. The Company reserves the right to amend the Bonus Terms and Conditions anytime without prior notice.

In case of suspected fraudulent activity in connection with the bonus and/or promotions, the Company can, in its sole discretion, cancel the bonus, promotion, as well as block the trading account of the Client. VertexETF also reserves the right to block the Client's trading account and return the balance to the Client.

Furthermore, the Company may terminate the contract made between the Client and VertexETF; therefore limiting or completely halting the Client's right to use the Company's services and technologies

### ***13. SECLUSION OF CLIENT FUNDS AND CURRENCY CONVERSIONS***

VertexETF shall conduct money it holds on the Client's behalf as clients' funds. The Company retains and sustains books and accounting records of the client-funds adhere in furtherance of its clients in substance to the terms and conditions of the banks and credit institutions whereas such funds are secured and transferred.

VertexETF coordinates with various credit institutions; a complete list of these credit institutions can be found on the Company's official website or, if applicable, in the relevant Electronic Trading Platform.

Taking into consideration, the speculative attributes of online trading by agreeing to this Terms and Conditions; is the client is obligated not to apply for charge-back for service matters considering the maintenance of trading platform, client area, news and signals are part of the provided services.

The process of transferring funds to the Client's trading account with the Company will depend on the payment method that the Client used and the set arrival period on the specific processor.

In order to accomplish orders and/or transactions, the Company reserves the right to initiate currency conversions without prior notice to the Client; the Client hereby acknowledges the risk which may arise from all currency conversions.

### ***14. FEES, COMMISSIONS AND OTHER COSTS***

Clients may be required to pay the cost and charges outlined in VertexETF's Service fees including agreed commissions, while all amounts due shall be deducted from the Client's trading balance. Without prior notice, the Company reserves the right to alter spreads on any of the instruments due to the volatile nature of the market.

Payments hereof include rev share, commissions, rebates, and spreads for third parties that instituted the professional connection between the VertexETF workforces and the clients.

Clients heretofore are solely responsible for settling taxes, while the Company is not obliged to produce any recommendations regarding tax liabilities, reports, and filings.

Failure to settle the amount to the Company on time is subject to 4% interest rate per year and additional daily interest (as determined by the Company) which will accumulate until the amount is due is settled.

In case of shares reservation **and other liquidity assets**, if the order was not implemented, the amount will be deducted from the account, in proportion to the amount.

When the trade is pending on transit account, it may be closed in split lots, compensating the negative profit from the total profit.

### ***15. DEPOSIT AND MARGIN REQUIREMENT***

Funds are needed in opening orders and/or making transactions. Furthermore, the Company requires the Client to maintain a specific amount of funds on the trading account for security reasons. Instruments have different margin specification and may be changed at any time. VertexETF may impose maximum requirements to comply with various jurisdictions. In case the Client failed to keep the minimum margin required, the Company reserves the right to close all ongoing positions and liquidate your account without prior notice.

Client-funds for margin shall be provided by the Client only in the form of actual money unless the Company agrees otherwise. It is the Client's responsibility to monitor his/her account and margin level, while VertexETF may elect to limit the trades and transactions, and increase the amount in the trading account following a margin call.

### ***16. POLICY AGAINST ARBITRAGE, MANIPULATION AND USE OF EXPERT ADVISOR***

VertexETF strictly prohibits any form of arbitrage and manipulation of its platform, thus, taking advantage of price latency and feed, connectivity delays and transaction errors would not be tolerated. Scalping activity and use of expert advisors are not allowed and in case of such activity, the Company reserves the right to forfeit the profits obtained from it, cancel any trades, block the Client's trading account, and make the necessary adjustments without prior notice.

### ***17. DERIVATIVES POLICY***

The client can place orders using his/her desktop computer or mobile phone. The Company, shall have the right to execute orders according to Client Access data and on behalf of the client as per requested.

The Company may set cut-off times for accepting client instructions for orders and in case the client failed to place an order, order instruction or complete instruction in connection with the placement, the Company is not be held responsible for such matter. VertexETF can execute orders of the client, but is not obliged to do so, outside the normal trading hours.

Orders can be placed, updated, or removed within the trading time set and if not executed, shall remain valid for the next day. It is the sole discretion of the Company to close open positions and/or open forward positions as the Company deems it necessary.

The client may transfer his trading account for temporary management, in case his account is showing positive statistical data and considered as a liquid by the bank.

### ***18. RESTRICTION ON INVESTMENT ADVICE***

Based on what the Company considers reliable, VertexETF and all its workforces may provide investment advice and market signals to the Client. This information may be given by a broker single-handedly and might not be accurate and/or verified.

Assessment of the recommendations is at the Client's sole discretion.

### ***19. SETTLEMENT OF DISPUTES***

If the Client believes he/she notices a discrepancy between trading results that are officially displayed and those that should be displayed in his/her opinion (e.g.: The placed order was not displayed or was altered; the position that was supposed to open is closed; the position which must be closed is not closed; the appearance of additional positions and/or orders, etc.), the Client must take immediate measure to remedy the situation or immediately closed the position/s.

After that, the Client should contact the Company representative with the available means of communication or on those contacts as indicated in the official website of the Company.

If the Client fails to comply with these actions, the Client waives any rights he/she may have had with respect to VertexETF regarding such discrepancy since the impossibility of moving on. This means that for all configurations in the Customer's portfolio, the Client bears full responsibility of the moment of failure to perform the corresponding actions regardless of further impact of profit or loss from the total amount of profit and loss. Non-compliance with these actions is seen as an inability to mitigate losses.

The Client must submit any complaints to VertexETF in writing to the email address: [support@VertexETF.com](mailto:support@VertexETF.com).

Within thirty (30) business days, VertexETF must verify any written complaint if it is sufficiently documented, and present its position to the Client.

The Client, in his/her turn, will not make any public statements in any form relating to his complaint within thirty (30) business days. If the Client violates this clause, the Client agrees to pay VertexETF reputational damages of \$100.00 per day from the time of such violation, while the cumulative maximum of the payment may reach \$10,000.00.

The Client and VertexETF undertake to make every effort to resolve any dispute, in good faith and on a constructive basis. The Client acknowledges and agrees that threats and/or blackmail against VertexETF is/are prohibited and is/are the legitimate ground/s for the termination of negotiations and the immediate termination of any business relationship.

Without prejudice to any other VertexETF rights under these Terms, if the parties are in dispute regarding a trade warrant, VertexETF has the right in its sole discretion and without prior notice to accept any opinion and actions that it considers reasonable to limit the maximum amount involved in the dispute. VertexETF is not liable to the Customer, or has no obligations to the Client, regarding any fluctuations and risks on the Client's trading accounts.

The dispute between the Client and the Company is governed by the jurisdiction of the Marshall Islands.

## **20. INDEMNIFICATION**

You acknowledge that VertexETF and its workforces shall not be held liable for any losses, costs, expenses and damages that may arise in case the Client fails to accomplish his/her obligations in this Agreement. VertexETF is free of liability in all claims that may have been contributed by system and/or equipment error of VertexETF or client, delays, errors or failures in performing any instruction on behalf of the client, actions of client representative, and market recommendations that have been made based on market data.

## **21. DEFAULT**

VertexETF shall not be subjected to any liability in the event of default and force majeure. Such events include, but not limited to natural calamities, war, act of terrorism, governmental complications and any other events that are way beyond the Company's control. In such case, the Company can open or close any trades, suspend Terms and Conditions, increase spreads

and margin requirements without prior notice.

## ***22. COPYRIGHT AND CONFIDENTIALITY***

The information contained in the official website, trademark, copyright, and intellectual property rights are exclusive property of VertexETF and its licensors. All of these and as such third-party materials shall not be altered, published, or distributed by clients and/ or by any third party.

According to Company's Data Protection Policy, employees of any department are restricted to perform video meeting with Company's Clients. A private meeting is available in special circumstances.

Any demand of a video meeting from one of the representatives will be a direct breach of the Terms and Conditions.

## ***23. TERMINATION AND AMENDMENT***

This Agreement may be terminated by the Client at any time; provided at least five business days of prior notice was served; provided that the Client does not have open positions; and that no amount is owed by the Client to VertexETF. The Client may notify the Company in regards to the termination via email. The termination shall take effect immediately upon the receipt and confirmation of the Company.

Termination of this Agreement shall not relieve the two parties of any obligations set herein. It also shall not affect the transactions delivered and agreed upon herein and furthermore will not ease the Client of any accountability that may arise after the termination. In case that the Client is not willing to fulfill his/her previous obligations towards the Company, VertexETF reserves the right to call back all profits generated from the Company's services. VertexETF has the sole and exclusive rights to make any changes, updates, alterations to the Terms and Conditions without prior notice.