



## CLIENT AGREEMENT - TERMS & CONDITIONS

### Disclaimer

This Agreement sets out conditions under which, we; the Company, will provide services to you; the Client, and contains vital information concerning the legally binding terms and conditions applicable to you. Any aspect of this Agreement and other terms referenced directly or indirectly are subject to amendment or cancellation per the Company's discretion.

Many of our services relate to trading complex derivative financial products which carry a high degree of risk to your capital. The price of the contract you make with us may be subject to change and your profits and losses may solely relate to the amount of your investment or deposit.

If you do not hold sufficient funds to meet our requirements, then we do not recommend proceeding with our products and services and reserve the right to close any open accounts and/or positions you may have, immediately, and without notice.

Please read this Agreement along with our Risk Disclosure Statement and Risk Warning (as they appear on our Website) carefully to understand the risks of trading with us. Trading in these products may not be suitable for everyone and you should not trade our products unless you fully understand and accept the risks of trading and are able to withstand sustaining potential or full losses.

By opening an account with us, you agree to the terms described herein and any other terms, conditions, forms, contracts, and documents presented or referenced to by us.

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## 1) Introduction

- 1.1.** This document [*hereinafter also referred to as: ‘Agreement’, wherever applicable*] in its entirety, including, but not limited to: the subsequent Articles, Clauses, Sections, and Subsections, along with any amendment, appendix, or any other versions, document, legal notice, form, webpage, agreement, or contract, referenced to directly or indirectly in writing or otherwise herein or by the Company in any way; sets out the Company’s standard terms and conditions of business upon which the Company intends to rely.
- 1.2.** This Agreement is established between:

***AN All New Investments (VA) Limited***

*[hereinafter also referred to as: the ‘Company’, ‘Its’, ‘We’, ‘Us’, ‘Our’, etc., wherever applicable]*



who are the owners, operators, and trade mark holders of the LegacyFX worldwide brand, registered domain <https://int.legacyfx.com/> [hereinafter also referred to as: the 'Website', 'Site', 'URL', or 'Domain', wherever applicable], and any associated platforms, services, documents, forms, etc. and is a Company duly registered under the laws of Vanuatu, and which is licensed by Vanuatu Financial Services Commission (VFSC) license number 14579 and having its registered address at Govant Building, Kumul Highway, P.O. Box 1276, Port Vila, Republic of Vanuatu.

And

***Yourself***

[hereinafter also referred to as: the 'Client', 'Customer', 'User', 'You', 'Your', 'Yourself', 'His/Him/Her-self', 'Them', 'Their', etc., wherever applicable]

an individual person or legal entity, who has applied to open a trading account(s) with the Company.

- 1.3. This Agreement sets out matters which the Company is required to disclose to the Client under VFSC regulations.
- 1.4. All financial products offered by the Company, including, but not limited to: forex (FX), contracts for difference (CFD), crypto-exchange, futures, and assets traded on derivatives, margin, or leverage basis; carry a high degree of risk to the Client's capital and can result in losses as well as gains. The trading services described in this Agreement may not be suitable for everyone and is designed for clients who are knowledgeable and experienced in the financial services market and in the types of transactions described in this Agreement.
- 1.5. The Client should not deal in the Company's products or sign up to receive the services as described in this Agreement unless the Client understands their nature and the extent of the Client's exposure to risk.
  - 1.5.1. The Client should also be satisfied that the products and services are suitable for them, considering their current financial circumstances and future financial responsibilities.
  - 1.5.2. An explanation of the risks associated with the types of products offered by the Company is set out in [Article 3](#) of this Agreement and the Client should ensure that they fully understand such risks before entering into this Agreement.
  - 1.5.3. If the Client is not experienced in the types of transactions described in this Agreement or if the Client is unsure about any of this Agreement's terms, the Client should seek advice from an independent financial or legal adviser.



- 1.6. The Client should not deal in the products offered by the Company or sign up to receive the trading services as described in this Agreement, if the Client is a US resident, a holder of a US passport, or under the age of eighteen (18).
- 1.7. The Company's dealings and relations with the Client will be conducted primarily in the English language. In the event there is a difference between the English version and any translated versions of this document or correspondences, the English version shall prevail. The Company will not be held responsible for any damage or loss caused by an error, inaccuracy, misunderstanding, or misspelling with regards to translations.
- 1.8. Transactions in forex, crypto-exchange, contracts for difference, and based on margin, spread, and leverage may result in liability-dependent on future uncertain events-and give rise to Client obligation to provide the Company with margin (a sum of money required to protect the Company against potential losses on a transaction).
- 1.9. To provide investment services, the Company may provide an introduction or conduct additional vigorous checks to clients who are located overseas and are not authorized to conduct investment business with us or within the jurisdiction of the Republic of Vanuatu.
  - 1.9.1. Any investment services provided to such clients are not covered by the rules and regulations governing the protection of investors able to trade per the regulations of Vanuatu.
  - 1.9.2. This means that the Client will not have the benefit of rights, including compensation arrangements, designed to protect investors under VFSC.
  - 1.9.3. Similar protections may be provided in the jurisdiction within which the business is to be carried. The Client may therefore wish to seek independent legal or professional advice in their relevant jurisdiction.
- 1.10. This document and any subsequent notices, documents, forms, Articles, Sections, Subsections, terms of transactions, etc. may be amended or supplemented from time to time, and all together constitute a single Agreement between the Client and the Company.
- 1.11. For the Client's own benefit and protection, the Client should read this Agreement in its entirety before accepting it, before completing any registration form towards the creation of an account with the Company, and before commencement of accepting services and products from the Company via its systems and platforms.
- 1.12. If the Client does not understand any point of this Agreement, the Client should ask for further information or seek independent legal or financial advice.

## **2) Governing Law & Applicable Regulations**

- 2.1. The Company is duly registered under the laws of the Republic of Vanuatu and regulated



by the Vanuatu Financial Services Commission (VFSC) under license number 14579.

- 2.2. The laws of the Republic of Vanuatu shall govern this Agreement.
- 2.3. All transactions on behalf of the Client shall be subject to applicable regulations and any other public authorities which govern the operation of VFSC investment firms, as they are amended or modified from time to time.
- 2.4. The Company shall be entitled to take or omit any measures which it considers necessary to ensure compliance with its applicable regulations and relevant market rules. Any such measures as may be taken shall be binding on the Client.
- 2.5. All rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 2.6. If a settlement is not reached by the means described in [Article 27](#) and [Article 29](#) of this Agreement, all disputes and controversies arising out of or in connection with this Agreement shall be submitted to the exclusive and final decision of the courts of Port Vila, Vanuatu and they shall have exclusive jurisdiction to hear any claim, disputes, controversies, or matters arising out of or in connection with or in relation to this Agreement.

### **3) Risk Disclosure & Warning**

- 3.1. Registration to and use of the Company's Website and services is at the Client's own risk and the Company will not be held responsible for any damages or losses of any kind that the Client may incur due to modifications, enhancements, termination, suspension and/or discontinuation of the Website or any of the Company's platform, systems, or services.
- 3.2. The Company will not be responsible for any damages or losses the Client may suffer due to their use or reliance on the content of any external source to which links appear on the Website, or Company platform or systems. Any third-party links, services, resources, and information that the Company provides are not controlled by us. The Company makes no warranties regarding such third-party services, resources, and information, and will not be liable for the Client's use of or reliance on such third-party services, resources, or information.
- 3.3. The Client expressly agrees that the use of the Website is at their sole risk. Neither the Company, nor any of its employees, agents, or licensors warrant that the Website will be uninterrupted or error free; nor make any warranty as to the results that may be obtained from use of the Website.



- 3.4.** The Client acknowledges, understands, and agrees with any and all risks associated with the Company's services, products, and Website, including, but not limited to the following:
- 3.4.1.** Trading forex, CFDs, and/or derivatives is highly speculative and suitable only for those who understand and are willing to assume the economic, legal, and other ramifications or risks involved, are financially able to assume partial or even total loss of their investment and understand and are knowledgeable about derivatives and financial trading.
  - 3.4.2.** The Company will provide prices to be used in trading and valuation of the Client's positions in accordance with these Terms and Conditions. The trading rates assigned to the assets on the Company's Website are the ones at which the Company is willing to sell to its clients at the point of sale. As such, they may not directly correspond to real time market levels at the time at which the sale of options occurs.
  - 3.4.3.** The Client has no rights or obligations in respect to the underlying instruments or assets related to their trading.
  - 3.4.4.** Where the Company provides generic market recommendations, such generic recommendations do not constitute a personal recommendation or investment advice on behalf of the Company or any of its representatives, have not considered any of the Client's personal circumstances or their investment objectives, nor is an offer to trade or solicitation of an offer to trade any financial instrument. Each decision by the Client to trade with the Company and each decision as to whether a transaction is appropriate or proper for the Client is an independent decision made by the Client alone.
  - 3.4.5.** The Company is not acting as an advisor or serving as a fiduciary to the Client. The Client agrees that the Company has no fiduciary duty to them and no liability and is not responsible for any liabilities, claims, damages, costs, and expenses, including attorneys' fees, incurred in connection with the Client's following of the Company's generic trading recommendations or taking or not taking any action based upon any generic recommendation or information provided by the Company.
  - 3.4.6.** The generic market recommendations provided by the Company are based solely on the judgment of the Company's personnel and should be considered as such. The Client acknowledges that they enter into any transactions relying on their own judgment alone. Any market recommendations provided are generic only and may or may not be consistent with the market positions or intentions of the Company and/or its affiliates. The generic market recommendations of the Company are based upon information believed to be reliable, but the Company cannot and does not guarantee the accuracy or completeness thereof or represent that following such generic recommendations will reduce or eliminate the risk inherent to forex, CFD, or derivatives trading.
  - 3.4.7.** There are no guarantees of profit nor of avoiding losses in the types of trading



the Company offers. The Client has received no such guarantees from the Company or from any of its representatives. The Client is aware of the risks inherent in forex, CFD, and derivatives trading and is financially able to bear such risks and withstand any losses incurred.

- 3.4.8.** When the Client trades online (via the internet), the Company shall not be liable for any claims, losses, damages, costs, or expenses, caused, directly or indirectly, by any malfunction or failure of any transmission, communication system, computer facility, or trading software, whether belonging to the Company, the Client, any exchange, any settlement, or any clearing system.
- 3.4.9.** Before the Client begins to trade, they should obtain all the relevant facts relating to the Company's remuneration attributable to any transaction and details of any other charges for which they will be liable. If any charges are not expressed in monetary terms (but, for example, as a percentage of a contract's value), the Client should obtain a clear written explanation, including appropriate examples, to establish what charges, mean in specific monetary terms. In the case of futures, where commissions are charged as a percentage, it will normally be as a percentage of the total contract value, and not simply as a percentage of the Client's initial payment.
- 3.4.10.** Under certain trading conditions it may be difficult or impossible to liquidate a position. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange trading is suspended or restricted. Placing a limit order such as a stop-loss will not necessarily limit losses to the intended amounts, because market conditions may make it impossible to execute such an order at the stipulated price.
- 3.4.11.** On many exchanges, the performance of a transaction by the Company (or the third party with whom the Company deals with on the Client's behalf) is "guaranteed" by the exchange or its clearing house. However, this guarantee is unlikely in most circumstances to cover the Client and may not protect them if the Company defaults on its obligations. On request, the Company must explain any protection provided to the Client under the clearing guarantee applicable to any on-exchange derivatives in which the Client is dealing. There is no clearing house for off-exchange instruments which are not traded under the rules of a recognized investment exchange.

#### **4) Anti-Money Laundering**

- 4.1.** The Company is required to comply with the ANTI-MONEY LAUNDERING AND COUNTER TERRORISM FINANCING ACT NO. 13 OF 2014 [*hereinafter also referred to as: the 'AML/CTF Act' or 'the/this Act', wherever applicable*]. Pursuant to this Act, and by applying for an account with the Company, the Client is agreeing to the following terms:





- 4.1.1.** The Client warrants that they will comply with all applicable anti-money laundering laws and regulations, including, but not limited to the AML/CTF Act and associated rules and regulations (enforced from time to time); and
- 4.1.2.** The Client is not aware and has no reason to suspect that:
- a)** Money used to fund their account(s) has been or will be derived from or related to any money laundering or other activities deemed illegal under applicable laws or regulations or otherwise prohibited under any international convention or agreement (“Illegal Activities”); and/or
  - b)** The proceeds of their investment(s) with the Company are or will be used to finance illegal activities; and/or
  - c)** The Client agrees to promptly provide the Company with all information that it requests in order to comply with any and all applicable laws and regulations relating to anti-money laundering and counter terrorism financing.

**4.2.** Regarding internal money transfers:

- 4.2.1.** The Company has detected comments placed by clients in various forums, websites, or blogs, regarding the ways money has been transferred between accounts.
- 4.2.2.** Transferring funds between trading accounts of the Company is not permitted, without the Company’s explicit consent and approval.
- 4.2.3.** The Company monitors the trading activity of each client and reserves the right to block an account and prohibit any activity, if the Company has reasonable grounds to suppose that the internal transfers of the account’s holder are in breach of a regulation or law it abides to, the Company’s Anti-Money Laundering and Counter-Terrorism Policies, and/or is not recognized to be used for trading purposes as expressly stipulated above.
- 4.2.4.** After blocking a suspicious account, the Company shall conduct an internal review of the suspicious account(s) and may inform respective authorities of the issue.

## **5) General**

- 5.1.** By accepting this Agreement, the Client consents that the Company may engage any of its affiliates, associates, or employees for the purposes of providing the Client with general customer support and servicing.
- 5.2.** The granting by the Client or the Company at any time or concession in respect of any breach of this Agreement by the other will not be considered as a waiver of that breach.
- 5.3.** This Agreement comprises an entire legally binding contract between the parties relating to the subject matter hereof and each of the parties acknowledges that it has not entered into this Agreement relying on any representation, statement, or document, whether oral





or in writing, other than those expressly incorporated in this Agreement.

- 5.4. In addition to any other right to withhold payment, the Company may at any time and without notice to the Client, set off any amounts owed between the Client and the Company. If the Company exercises this right and shows that the amounts due to the Company exceed the amounts due to the Client, the Client shall immediately pay such excess to the Company. For this purpose, any amounts due or available within joint accounts held with other person(s) will be the responsibility of each of the joint account holders in equal part.
- 5.5. If, at any time, any Article, Section, or Subsection of this Agreement becomes illegal, invalid, or unenforceable; the legality, validity, or enforceability of any other or remaining Article, Section, or Subsection in this Agreement shall not be affected in any way.
- 5.6. This Agreement, and any other obligations connected with it, are governed by, and construed in accordance with VFSC guidelines and Vanuatu law.

## **6) Definitions**

- 6.1. In this Agreement, the words and expressions set out below shall have the following definitions and meanings:

| <b><u>Word</u></b>                | <b><u>Meaning</u></b>   |
|-----------------------------------|---|
| <i>Account Number (AC Number)</i> | a unique numerical identifier designated, upon creation, to every client's account with the Company   |
| <i>Age Restrictions</i>           | trading service provided only to clients from 18 years old and above  |
| <i>Agreement</i>                  | this document in its entirety including, but not limited to: all subsequent Articles, Clauses, Sections, and Subsections  |
| <i>Affiliate / Associate</i>      | (in relation to a person)<br>an affiliated company of ours;<br>a third-party company, bank, processor, employee etc. that the Company may work with in order to provide services and products to the Client;<br>an appointed representative of the Company or of any affiliated company;<br>any other person whose business has a relationship with the Company |
| <i>Applicable Regulations</i>     | VFSC regulations or any other rules or guidance of a relevant regulatory authority in Vanuatu;<br>the rules of the relevant exchange;<br>all other applicable laws, rules, and regulations that may be applicable to this Agreement   |
| <i>Appropriateness Assessment</i> | any process the Company uses to assess the Client's appropriateness for a particular product or service the Company   |



|                                      |  |
|--------------------------------------|--|
|                                      | may offer  |
| <i>Anti-Money Laundering</i>         | Anti-Money Laundering and Counter -Terrorism Financing Act No. 13 of 2014 (AML/CTF Act)  |
| <i>Base Currency</i>                 | refers to the currency in which all transactions are made from or to the Company's platform, as typically set by the Client's account's base currency<br>in this Agreement most transactions are quoted in United States Dollars, commonly abbreviated as USD, or represented as \$  |
| <i>Business Day(s)</i>               | refers to any day where normal banking systems are open  |
| <i>Client</i>                        | Defined as any counterparty to the Company; including, but not limited to: subscribers and users of the Company's services, products, Website, and platform<br>this may refer to an individual, company, entity, or an institution   |
| <i>Client Money</i>                  | any monetary funds in accordance with VFSC guidelines relating to client money (as amended from time to time)  |
| <i>Company</i>                       | refers to A.N. All New Investments (VA) Limited, who are the owners, operators, and trademark registry holders of the LegacyFX worldwide brand, domain <a href="https://int.legacyfx.com/">https://int.legacyfx.com/</a> , and any associated platforms, services, documents, forms, etc. and is a Company duly registered under the laws of the Vanuatu Financial Services Commission (VFSC) under license number 14579 and listed at Govant Building, Kumul Highway, P.O. Box 1276, Port Vila, Republic of Vanuatu |
| <i>Complex Product(s)</i>            | certain derivative products including; but without limitation to: contracts for difference, commodities, indices, forex, cryptocurrencies metals, stocks, futures, or spread based bets  |
| <i>Connected Person(s)</i>           | any current or previous shareholder(s), director(s), manager(s), representative(s), agent(s), employee(s), consultant(s), affiliate(s), associate(s), contractor(s), third-party product, or service provider(s), financial, banking or payment provider(s) or institution(s), or member(s) of the Company   |
| <i>Contract for Difference (CFD)</i> | a contract (which, for the purposes of this Agreement, will be between the Client and the Company) which mirrors the trading of a security, but which may only be settled in cash and does not involve the delivery of said security   |
| <i>Credit</i>                        | refers to any monetary supplement the Company may choose to provide to the Client, over and above the funds in the Client's account  |
| <i>Data Protection Law</i>           | any law developed to give protection and lay down rules on how data about someone can be used  |
| <i>Deposit</i>                       | the act of adding personal capital to the Company's account(s) for the purpose of funding one's trading account  |
| <i>Device</i>                        | A device, mechanism, or system used to access the Company's Website, platform, services, and products  |
| <i>Event of Default</i>              | the occurrence of one or more of the following events:<br>the Client's failure to make any payment (including a payment of margin) to the Company or to any associate in accordance with <a href="#">Article 35</a> of this Agreement;<br>the Client's failure to submit required documentation as required by Company Compliance policy;  |



|  |  |
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|  | <p>the initiation of bankruptcy by third party proceedings against the Client</p> <p>Client death;</p> <p>any representation or warranty made by the Client becomes untrue;</p> <p>the Client becomes unable to pay debts as and when they fall due;</p> <p>or any other circumstance where the Company reasonably believes that it is necessary or desirable to declare default to protect the Company or any of the Company's other clients, affiliates, or associates</p> |
| <i>Exchange(s)</i>                               | any exchange that the Company agrees to include as part of the Company's services from time to time  |
| <i>Know Your Client (KYC)</i>                    | refers to the policies, requirements, and documentations needed to verify Client identity and to combat fraud and money laundering by the Company per its regulations and legal requirements   |
| <i>Limited Order</i>                             | <p>an order to buy or sell an investment at a specified price limit or size</p> <p>examples of such are: stop-loss or take-profit orders</p>   |
| <i>Log-in Details</i>                            | a username and password created by the Client to access their account on the Company's Website   |
| <i>Margin</i>                                    | an amount of money that the Client holds in their account(s) with the Company, as security for the Client's actual, future, or contemplated liabilities or obligations to the Company (as more fully described in <a href="#">Article 21</a> )   |
| <i>Network</i>                                   | refers to all equipment involved in the execution of transactions; including, but not limited to: hardware, software, and the Internet capabilities of both parties  |
| <i>Online Trading System/Facility (Platform)</i> | refers to Meta Trader 5 (MT5), the online, web-based, third-party electronic trading system/platform of the LegacyFX brand   |
| <i>Over-the-Counter (OTC)</i>                    | <p>refers to the transactions executed on the Company's platform</p> <p>all Company transactions are over the counter</p> <p>the Company does not transact on exchanges</p>  |
| <i>Pip</i>                                       | <p>is an acronym for "percentage in point"</p> <p>is the smallest price move that an exchange rate can make</p> <p>most currency pairs are priced out to four decimal places and the pip is the last (fourth) decimal point</p> <p>is equivalent to 1/100 of 1% or one basis point</p>   |
| <i>Products</i>                                  | refers to all the products offered as listed on, including, but not limited to: the Company's Website, platform, and other modes of communication  |
| <i>Registration Form</i>                         | the account application form completed by the Client and accessed through the Company's Website or any other means such as <a href="#">external landing pages</a>  |
| <i>Securities</i>                                | currency pairs or any securities including stocks, shares, debt securities, futures, options, commodities, interest rates and bonds  |
| <i>Services</i>                                  | any and all services the Company provides to the Client as discussed; but not limited to, what is described in <a href="#">Article 16</a> of this Agreement  |
| <i>Service Provider</i>                          | any company, firm, bank, credit card processor, or person maintaining, operating, owning, or licensing anything, or  |



|   |   |
|---|---|
|   | providing services to the Company, in connection with the Website, transactions, transferring of funds, etc.  |
| <i>Spread Betting</i>                               | a bet on the difference between the opening and closing price of a contract as allocated by pips, the financial value of which is derived by reference to fluctuations in the price of the underlying asset   |
| <i>System(s)</i>                                    | collectively any and all direct resources or third-party accounts, programs, platforms, applications; web-based or not, the Company uses to conduct and supply its products and services, including, but not limited to the Website, platform, landing-pages, etc.  |
| <i>Third Party Authorization</i>                    | a document submitted between the Client and any third-party person or entity<br>such document can either granting said third-party access to the Client's account with the Company or granting the Client usage of the third-party's payment method to fund their account(s) with the Company<br>said document must be completed in full by the Client and third-party person or entity and submitted to the Company before any action is commenced |
| <i>Trade</i>  | refers to an execution of an order through the Company's third-party trading platform   |
| <i>Trading Platform Number (TP Number)</i>          | a unique numerical identifier designated to every client's trading account via the platform with the Company  |
| <i>Transaction(s)</i>                               | any type of monetary or tradable transaction entered into by the Client under the scope of this Agreement   |
| <i>Vanuatu Financial Services Commission (VFSC)</i> | Vanuatu Financial Services Commission is the financial regulatory authority of Vanuatu created by an Act in 1993, it regulates banking and financial services in the nation, along with the Reserve Bank of Vanuatu   |
| <i>Website</i>                                      | refers to the LegacyFX domain, site, or URL - <a href="https://int.legacyfx.com/">https://int.legacyfx.com/</a>   |
| <i>Withdrawal</i>                                   | the receipt of a refund or return of capital from the Company   |

## 7) Commencement & Cancellation

- 7.1.** This Agreement will commence on the date the Client receives notice from the Company that their account(s) has been opened upon their registration to the Company's Website via an online registration form.
- 7.2.** The Client has the right to cancel this Agreement within fourteen (14) regular days from the day that it commences.
- 7.2.1.** Such cancellation will not affect the completion of any transaction entered prior to such cancellation for which the Client will still remain responsible.
- a)** Please refer to the cancellation rights of this Agreement as stipulated in [Article 35](#).
- 7.3.** The Company has the right to cancel this Agreement if it believes or finds that the Client



breached any Article, Clause, Section, Subsection, amendment, appendix, or any other document, form, webpage, or contract referenced to directly or indirectly herein.

**7.3.1.** Further information on this may be found in [Article 35](#) of this Agreement.

## **8) Applicable Regulations & Exchange Requirements**

- 8.1.** This Agreement and all transactions are subject to applicable regulations so that:
- 8.1.1.** If there is any conflict between this Agreement and any applicable regulations, the applicable regulations will prevail;
  - 8.1.2.** The Company may take or fail to take any action considered necessary to ensure compliance with any applicable regulations;
  - 8.1.3.** All applicable regulations and whatever the Company reasonably does or fails to do in order to comply with them will be binding on the Client; and
  - 8.1.4.** Neither the Company nor any of the Company's directors, officers, employees, or agents shall be responsible if the Company reasonably takes or fails to take any actions in order to comply with any applicable regulations.
- 8.2.** If any exchange (or intermediate broker or agent, acting at the direction of, or as a result of action taken by, an exchange) or regulatory body takes any action which affects a transaction, then the Company may take any action that the Company reasonably considers desirable to minimize any loss. Any such action that the Company takes shall be binding on the Client.

## **9) Account Activation**

- 9.1.** By accepting this Agreement, the Client attests that they are not a United States resident (or holder of a U.S. passport) and are over the age of 18.
- 9.2.** The Client's account will be created and activated by the Company as soon as the Client fills out any kind of account (including a demo account) registration form, through the Company's Website or alternative landing page, and the Company receives an electronic confirmation via the Company's Website that the Client accepted this Agreement and any of its subsequent or required appendixes, documents, forms, etc.
- 9.3.** By activating an account with the Company, the Client agrees to enter into forex, contracts for difference, crypto-exchange, and any other type of transactions that the Company offers.
  - 9.3.1.** The types of contracts for difference transactions that the Company provides, are not traded on a daily basis.
- 9.4.** Creation of an account with the Company is incumbent upon the Client creating a username and password (login details) within the Company's Website and trading platform, typically consisting of the Client's personal email address.



- 9.4.1.** This will result in both a unique account number [*hereinafter also referred to as: “AC number”, wherever applicable*] and platform number [*hereinafter also referred to as: “trading platform number”, or “TP Number”, wherever applicable*] being created through the Company’s systems and trading platform, as numerical identifiers of the Client’s account(s).
- 9.4.2.** The Client may request additional TP Numbers to be created on their behalf within the same account (AC) of theirs, if required for differentiating currency and trading options.
- a)** Said creation of different TP Numbers are granted per the Company’s sole discretion.
- 9.4.3.** The Company strongly discourages the creation of multiple AC accounts, under different login details, which maintain the same verification documents, payment methods, and basic information.
- a)** The Company reserves the right to make exceptions if it deems warranted, but also to cancel, refund, and delete said “duplicate” accounts per its sole discretion
- 9.5.** It is the Client’s responsibility to keep their account(s) and password(s) (i.e., login details) secure and confidential.
- 9.5.1.** If the Client suspects that someone may be accessing their account(s) or know their login details without their authorization, please notify the Company immediately by calling the Company at +41315087455 or emailing the Company at [support@legacyfx.com](mailto:support@legacyfx.com).
- 9.6.** If the Client is planning to trade using the Company’s services and products, the Client is therefore responsible for making sure that they are complying with all applicable laws of the country (or countries) they are trading in.
- 9.6.1.** If the Client has any doubts as to whether they are complying with all applicable laws of their country (or countries), they should seek advice from an independent financial adviser.
- 9.7.** By law, the Company is obligated to establish Client identity before the Company can take the Client on. Therefore, the Company reserves the right to request any form of identification documentation from the Client.
- 9.7.1.** The Company may; at their own reasonable discretion, use various agencies to verify the Client’s identity and details before activating the Client’s account.
- 9.7.2.** Failure to properly adhere to this process will render said account void of the protections and securities afforded via this Agreement.
- 9.7.3.** Further information on this can be found in [Article 10](#) of this Agreement.
- 9.8.** When the Client accepts this Agreement, the Client agrees to provide the Company with relevant contact details so that the Company may contact the Client in writing, by email, by telephone, messengers, as applicable.



**9.8.1.** It is the Client's responsibility to notify the Company immediately if any of those contact details change.

**9.9.** The Client accepts that, wherever possible, the Company will communicate with them via email, WhatsApp, Telegram, SMS, or via notifications on the Company Website.

## **10) Verification & KYC Documentation**

**10.1.** When the Client registers for either a demo or a live account with the Company, the Company is required to collect personal data from them for legal, fraud, anti-money laundering, and business purposes, as well as to comply with the Company's regulatory Compliance and Know Your Client [*hereinafter also referred to as: 'KYC', wherever applicable*] requirements.

**10.2.** Additional reasons for such data collection include, but are not limited to:

**10.2.1.** To verify the Client's identity;

**10.2.2.** To ensure that the Client meets the suitability requirements needed to use the Company's products and services;

**10.2.3.** To assist the Company in the proper management of the Client's account;

**10.2.4.** To process the Client's transactions;

**10.2.5.** To send the Client information about transaction/post-transaction services;

**10.2.6.** To keep the Client updated with news on Company products, services, and any other information relevant to their working relationship with us;

**10.2.7.** For Website improvement purposes; and

**10.2.8.** For the analysis of statistical data which will help the Company to provide the Client with better products and services in the future.

**10.3.** Personal data that the Company collects directly from the Client include, but are not limited to:

**10.3.1.** Initial and basic personal and financial information obtained during any online or electronic registration or sign-up to the Company's Website and services. Such information may consist of the following information:

a) Client Full Name;

b) Date of Birth;

c) Current Address;

d) Phone Number;

e) Email; and

f) Trading Experience.

**10.3.2.** Proof of Identity (POI) - front and back of the Client's valid photo ID (Passport, Driver's License, National Identification Card, etc.).

**10.3.3.** Proof of Residence (POR) - recent utility bill (apart from mobile bills) or bank statement from the last 3 months that includes the Client's full name and full address.





- a) In unique cases and if the Client is unable to provide the POR, the Company may agree, in its sole discretion to accept instead of the POR a confirmation of a Post Box and a signed “Declaration of Address” (DOA).

**10.3.4.** Proof of Payment - front and back of the credit or debit card used to make any deposit(s) showing only the name of the Client, the expiry date of the credit or debit card and the last four digits of the of the credit or debit card.

- a) If deposits are made by means, such as, bank wire transfers – a proof of transfer or payment may be requested instead, displaying Client ownership of the account from which the funds are transferred from, along with correct destination address (to the Company’s account), date, amount, and currency.
- b) If deposits are made by other means, such as, Crypto e-wallets or exchanges – a proof of transfer or payment may be requested, along with a proof of the Client’s ownership of the e-wallet from which the funds are transferred, a completed Declaration of Wallet Ownership (DoWO) form, and correct destination address (to the Company’s Crypto account), date, amount, and currency.

**10.3.5.** Transaction Authorization / Declaration of Deposit (DOD) Form – an official form detailing all transactions made by the Client into the Company’s accounts.

- a) Said form is required to be reviewed, signed, and dated by the Client and submitted back to the Company upon completion.

**10.3.6.** Taxpayer Identification Number (TIN) – the Client’s personal tax identification number as required for the Company to collect for regulatory purposes.

**10.3.7.** Any additional documents, applications, forms, agreements, or contracts the Company discretionarily deems necessary for a particular client or account, or as required by the financial institutions and regulatory bodies the Company uses.

**10.4.** If the Client opens an account under a company, corporation, or legal entity, they are required to submit documents including, but not limited to, the following:

- 10.4.1.** All documents stipulated in [Section 10.3](#) and its subsections of this Article;
- 10.4.2.** Certificate of Incorporation;
- 10.4.3.** Shareholders Certificate;
- 10.4.4.** Certificate of Directors;
- 10.4.5.** Certificate of Incumbency / Certificate of Good Standing;
- 10.4.6.** POI for each Director(s) and each of Shareholder(s) (holding stake over 20% of the issued capital of the company);
- 10.4.7.** POR for each Director and/or Shareholder (holding stake over 20% of the issued capital of the company) that is not older than 90 days;
- 10.4.8.** TIN (Taxpayer Identification Numbers) for each Director and/or Shareholder

**Commented [MOU1]:** This is what is required if someone uses another’s payment method (i.e. Husband uses wife’s credit card). I believe this MUST be here

**Commented [SK2R1]:** Letting a husband to use the wife’s cred card to finance the account lead along the way to complains, claims and problems, we delt with those situations back in the day, nothing good comes out from this, I strongly advise against it



(holding stake over 20% of the issued capital of the company).

- 10.4.9.** Third Party Authorization (POA or Board Resolution) - completed and signed by the company, corporation or legal entity, stating that the company, corporation or legal entity consents and authorizes the Client to open an Account with the Company with according to the terms of this Agreement, manage the Account while , finance the Account, and terminate the Account on behalf of the company, corporation or legal entity /account holder access to and usage of their payment method, be it credit/debit card, banking details, or other.
- 10.5.** Collection and processing of such documentation as listed above is conducted by the Company's dedicated Compliance Department.
- 10.6.** For any questions pertaining to these requirements, contact the Company at [compliance@legacyfx.com](mailto:compliance@legacyfx.com).

## **11) Account Types & Investment Objective**

- 11.1.** As displayed on the Website, the Company offers the Client seven (7) different account types:
- 11.1.1.** Standard;
  - 11.1.2.** Bronze;
  - 11.1.3.** Silver;
  - 11.1.4.** Gold;
  - 11.1.5.** Platinum;
  - 11.1.6.** Premium; and
  - 11.1.7.** VIP
- 11.2.** The aforementioned account types are incumbent upon the Client's net first time deposit amount and supplies the Client with benefits that grow in value depending on the account type level they are at, as stipulated on the Website.
- 11.3.** Any account will be treated as a basic or beginner level account (not listed on the Website), if the initial deposit amount is lower than the amount required for the "Standard" level account type.
- 11.4.** Accounts will be categorized accordingly, corresponding to the amount deposited, unless the Company notifies the Client that it will treat their account(s) as a different account type, and therefore will offer services, accordingly, as detailed on the Website.
- 11.5.** The Client may request a different account type from the one the Company initially allocated to the Client; as stipulated on the Website.
- 11.5.1.** The Company retains the right to decline such a request, or allocation of a



specific account type in general.

- 11.5.2.** If the Company agrees to such a request, the Client may gain or lose offers allocated by the previous account type.
- 11.6.** If the Client satisfies the definition of any other Company account types, the Company may unilaterally reclassify the Client's account(s) according to such criteria, without their explicit request.
- 11.7.** The list of account types, as it appears on the Website, is not concrete and may be amended at any time.
- 11.7.1.** All labels, requirements, parameters, and offerings afforded by any account type listed on the Website are subject to change at the Company's sole discretion.
- 11.8.** Any account will be treated as Islamic Account by definition, adhere to the principles of Islamic law regarding banking activity and Riba (interest).
- 11.8.1.** That means that any account type is interest and swap free, and such privilege is applicable for all the Clients of the Company.
- 11.8.2.** Notwithstanding the above, the Company reserves the right to revoke or amend the status of the account from an Islamic Account to Standard Account, in any given time, meaning that after the change of the status of the account, interest and swap charges will apply on that account.
- 11.9.** Clients who register under a corporation, legal entity, or company name, or rely on funds supplied by such, may be subject to having a Corporate Level account type.
- 11.9.1.** Such account types are required submit further forms of identification documentation, proofs, assurances, deposit minimums, etc., and must adhere to additional levels of account permissions as detailed in [Article 10](#) of this Agreement.
- 11.10.** Before activating an account to trade complex products, the Company may conduct an appropriateness and investment objectives assessment to help classify the Client.
- 11.10.1.** The Company performs this by asking the Client to answer certain questions so that the Company can assess the Client's financial standing, trading objectives, and knowledge or experience with the products or services it offers.
- 11.10.2.** Said assessment may be conducted automatically or through one of the Company's representatives, by any communication method the Company uses to contact the Client, including, but not limited to: phone call, email, chat, etc.
- 11.11.** When assessing Client classification, and afterwards when dealing with the Client, the Company will rely on the truth, accuracy, and completeness of the information provided by the Client, including the information provided by the Client on the registration form.
- 11.11.1.** The Client explicitly consents to the Company using and relying on all such



information in making their assessment and when dealing with the Client.

- 11.12. If there is a change in the Client's personal or financial circumstances, the Client must notify the Company immediately in writing of the change, so that the Company can reconsider the Client's classification.
- 11.13. The Company may review the Client's classification from time to time to re-classify the Client as the Company deems fit.

## 12) Funding Accounts

- 12.1. The Client may fund their account [*hereinafter also referred to as: 'Deposit', wherever applicable*], through one of the numerous payment methods that the Company provides.
  - 12.1.1. A complete list of payment methods currently available can be found on the Company's Website, on the Client's account page, or by contacting the Company directly.
- 12.2. Such methods include, but are not limited to:
  - 12.2.1. Credit / Debit Card via various credit card processors;
  - 12.2.2. Bank Wire Transfers to one of the Company's bank accounts;
  - 12.2.3. Direct wallet transfer methods such as, but not limited to: EFTPay, GiroPay, iDeal, etc.;
  - 12.2.4. Alternative Payment Methods such as, but not limited to: Skrill, Neteller, etc.
  - 12.2.5. Cryptocurrency exchanges; and
  - 12.2.6. Third party merchant payment providers.
- 12.3. It is understood that the Company may keep merchant accounts under its own name and/or under third parties names with the various payment services providers it uses to settle the payment transactions of the Client.
  - 12.3.1. For the avoidance of doubt, it is noted that such merchant accounts are not used for the safekeeping of Client money, but rather to effect settlements of payment transactions. As such, in some cases, the name of the merchant on credit card/debit card or financial statements of the third-party payment provider (as stipulated in this [Article 12](#)) may not correlate with the Company's name or with the brand name.
- 12.4. The minimum amount to deposit, as set by the Company is \$250 and maximum amount is depending on the method used in order to finance the account (as stipulated in this [Article 12](#)).
  - 12.4.1. Said amounts are not conclusive and may be altered at the Company's sole discretion.
  - 12.4.2. Said amounts may also differ based on parameters set by the financial and payment institutions used to execute the transaction, which the Company



employs and must abide by.

- 12.4.3.** Taking the aforementioned into consideration, the Company thereby holds no influence over the minimum and maximum amounts allowed by said institutions, and therefore cannot be held liable for any differentiations, discrepancies, or changes to the required amounts.
- 12.5.** The Company will promptly process any Client money it receives via any reliable financial institution, or via third parties as mentioned above.
- 12.5.1.** All Client money will be promptly added to the Client's designated account once funds are cleared by the processing method by which it is sent.
- a)** Processing methods such as credit/debit cards, e-wallet, crypto-exchanges, and direct money transfers are processed almost immediately by their appropriate financial institutions.
  - b)** Opposingly, bank wire transfers may take several days to process, especially reference to international bank transfers from differentiating banking institutions.
  - c)** The Client considers, accepts, and understands said constraints in regard to funds reflecting in their account(s), and thereby indemnifies the Company of any liabilities in regard to them.
- 12.5.2.** Taking the aforementioned into consideration, the Company will not be held liable for depositing delays or errors resulting from, but not limited to, the following:
- a)** Client input, designation, or connectivity errors;
  - b)** Processor, banking, or financial institution error;
  - c)** Exchange rate discrepancies; and
  - d)** Time delays (i.e., non-business hours, weekends, national holidays, non-banking hours, bank holidays, etc.).
- 12.5.3.** The Company may be able to rectify depositing errors, if applicable, when appropriate proof of said error is supplied either by the Client themselves or by written documentation from an official financial body. This, however, is in no way a guarantee that all errors will or can be rectified by the Company or its affiliates.
- 12.6.** Not all deposit methods may be available to the Client, depending on where the Client or their financial institution and the financial institution if the Company are located or from.
- 12.6.1.** The Company constantly strives to provide the best possible methods of funding accounts and therefore updates its various deposit methods by working with or ceasing to work with various credit card processors, banks, and other financial institutions.
- 12.7.** If the Client wishes to use a payment method not under their name, they must adhere to the fact that the Company will request from them verification documentation from the third-party (i.e., payment method provider) as well as consent forms (i.e., "Third Party



Authorization” form) stating that they authorize the Client to use their payment method.

**12.7.1.** Further information on this can be found in [Article 10](#) of this Agreement.

**12.8.** If the Client uses a payment method associated or connected to a company, corporation, business, or legal entity, they must provide verification and identification documentation from the business as well as consent forms that they authorize the Client to use their payment method.

**12.8.1.** Further information on this can be found in [Article 10](#) of this Agreement.

**12.9.** At its sole discretion, the Company may award a client with credited funds to help supplement their account.

**12.9.1.** Said amounts given to clients in this manner are sometimes referred to as “Credit” by the Company.

**12.9.2.** This refers to any monetary supplement the Company may choose to provide to the Client, over and above funds that the Client has deposited into their account themselves.

**12.9.3.** Said amounts are allocated to the Client’s account(s) by the Company’s Risk and Dealings departments, after written request is approved as submitted by the Client’s personal account manager.

**12.9.4.** Such funds typically have a time limit and extent of their usage.

**12.10.** The Company reserves the right to amend any portion of this Article as it solely deems fit, to ensure productivity of its services.

**12.10.1.** For more information regarding the funding of accounts with the Company, please review the [Deposits and Withdrawals](#) webpage on the Company’s Website.

### **13) Client Money**

**13.1.** Money deposited into the Company’s accounts on the Client’s behalf will be treated as client money. Funds resulting in positive or negative outcomes from the opening or closing of orders may be deemed Client money when applicable.

**13.2.** The Company may pass money received from the Client to a third party (e.g., a market, intermediate broker, bank, OTC counterparty, processor, or clearing Company) to hold or control, in order to make a requested transaction.

**13.2.1.** Although the Company will remain responsible for money held in this manner, the Client may be exposed, in the event of an insolvency or similar in relation to that third party, that the amount of money ultimately received by the Company from the third party may not be sufficient to satisfy the Client’s claims.



- 13.3.** In the event that funds need to be transferred between the Company and a third-party, the Client gives the Company the permission to do so.
- 13.3.1.** The same applies to any current account(s) that the Client may have with the Company.
- 13.3.2.** Funds will only be transferred when necessary.
- 13.3.3.** The Company understands that the data being sent is sensitive and is therefore protected under the Data Protection Laws of any applicable jurisdictions and allows the Company to comply with any and all Anti-Money Laundering Regulations.
- 13.4.** The Company may hold Client money on the Client's behalf outside of the Republic of Vanuatu.
- 13.4.1.** The legal and regulatory regime applying to any bank or person that holds Client money outside Vanuatu will be different from that of those that do in Vanuatu.
- 13.4.2.** Should that bank go into insolvency or similar proceedings, the Client's money may be treated differently than it would have been if the money were held with Vanuatu.
- 13.4.3.** The Company will not be liable for the insolvency, acts, or omissions of any third party referred to in this Section.
- 13.5.** For the avoidance of doubt, and upon accepting this Agreement, the Client consents to the fact that no interest will be paid to the Client on any amounts in the Client account(s) and that the Company will retain any such interest if applicable.
- 13.6.** The Client agrees that in the event that there has been no movement on the Client's account(s), and the Company is unable to trace the Client; despite having taken all reasonable steps to do so, the Company may cease to treat the Client's funds as "Client money" and therefore release any balances from the Client's account(s) pursuant to the Company's protocols applicable to 'dormant/inactive accounts' as stipulated in [Article 24](#) of this Agreement.

#### **14) Currency**

- 14.1.** The Company retains the right to make any currency conversions the Company considers necessary or desirable for the purposes of supplying its products and services, complying with the Company's obligations, or exercising the Company rights under this Agreement for any transaction. Any currency conversion shall be made by the Company in the manner and at the rates the Company determines to be appropriate.
- 14.2.** Where it is necessary to make a currency conversion, the Client will bear all foreign currency exchange rates and risks arising from any change in contract, compliance by the Company to its obligations, or the exercise of the Company's rights under this





Agreement.

- 14.3.** If the Client transacts in a currency other than their account's base currency, the Company will automatically convert the total sum of the transaction into the base currency applicable to the Client's account at the time of the transaction.
- 14.3.1.** The exchange rate for all types of currency conversions will be based on exchange rates dictated by Company resources.
- 14.3.2.** Such details may be available to the Client, upon request.

## **15) Capacity**

- 15.1.** When conducting transactions, the Company acts as principal and therefore carries out transactions in its own name.
- 15.1.1.** The Company will not function as the Client's agent to conduct transactions on the Client's behalf unless the Client explicitly authorizes this.
- 15.2.** The Company will provide services, products, support, and assistance to the Client and hold the Client responsible for their obligations under this Agreement. This remains the case even if the Client acts on behalf of someone else or vice-versa.
- 15.3.** If the Client wishes to appoint an agent to act on their behalf, the Client must complete a POA.

## **16) Services**

- 16.1.** This Agreement sets out the basis on which the Company will deal in or arrange deals in investments, enter into transactions, and provide other services to the Client, based on what is described on the Company's Website, by the Client's account type, on the phone, or in writing from time to time.
- 16.2.** This Agreement governs each transaction entered into or outstanding between the Client and the Company.
- 16.3.** The Company may combine Client trades, orders, positions, or transactions with their own, of associates or persons connected with the Company, agents, or other clients.
- 16.3.1.** If a Client's order is combined, the Company does so only if it reasonably believes that this is unlikely to be at anyone's disadvantage.
- 16.3.2.** On some occasions, combining such things may mean that the Client could get a less favorable price than if it had been executed separately.
- 16.4.** The Company will not provide exact recommendations or advice on the merits of any specific investment or transaction.
- 16.4.1.** The Company deals on an execution-only basis and does not directly advise on



the merits of any particular transaction, trade, or lack thereof. As such any information the Client receives from the Company, either directly or indirectly through one of its agents, representatives, affiliates, programs, platforms or any third-party individual or institution it employs, should not be construed in any way as direct trading advice on behalf of the Company.

- 16.4.2.** When receiving any type of information or instructions from the Company, the Client must ultimately rely on their own judgement.
  - 16.4.3.** The Client is encouraged to also rely on independent financial or legal advice before entering into any sort of trade or transaction with the Company.
  - 16.4.4.** Taking the above into consideration, the Company therefore cannot reasonably be held liable for any outcome resulting from the Client's act or failure to act on information provided by the Company.
- 16.5.** From time to time, the Company may decide to provide the Client with information via other means not directly affiliated with its Website, trading platform, programs, and communication methods.
- 16.5.1.** For example, the Company may provide newsletters, which the Company may post on their Website or provide to the Client in any other manner.
    - a)** The Company reserves the right to charge a fee for subscriptions to their newsletter or other services, as detailed from time to time on the Company's Website and Terms & Conditions.
  - 16.5.2.** The Company will make all reasonable efforts to ensure the accuracy and competency of any information given, but in no way guarantees its accuracy nor identifies it as "investment advice" or "financial recommendation".
  - 16.5.3.** If the Client has any doubts as to consequences of any information given by the Company through such means, the Client should contact their own independent financial or legal adviser.
- 16.6.** Other services or products the Company may offer to the Client includes, but in no way are limited to, the following:
- 16.6.1.** Live and demo accounts;
  - 16.6.2.** Several types of trading accounts;
  - 16.6.3.** Access to trading online CFD, future, derivative, margin, and leverage based assets such as forex, commodities, metals, stocks, indices, and cryptocurrencies.
  - 16.6.4.** Training for those who wish become part of the forex and other financial markets;
  - 16.6.5.** Professional advisors [*also referred to throughout this Agreement as: 'personal account manager', 'account manager', or 'AM', wherever applicable*] who cover personalized and comprehensive 1-on-1 counseling;
  - 16.6.6.** Educational sessions and tools;
  - 16.6.7.** Economic calendars;



- 16.6.8.** Access to social media content via the Company's numerous social accounts on platforms such as Facebook, Instagram, Twitter, LinkedIn, and YouTube;
  - 16.6.9.** Technical, fundamental, and market analysis signals, insights, reports, and news;
  - 16.6.10.** Meta Trader 5 (MT5) online advanced trading platform and resources [*also referred to as: "Platform", wherever applicable*];
  - 16.6.11.** Autochartist, Trading Central, Trading View, and other third party market analytics and information platforms;
  - 16.6.12.** Dealing room direct lines;
  - 16.6.13.** Communication with the Client via various methods including, but not limited to: phone call, email, messaging services, pop-ups, banners, landing-pages, etc.
  - 16.6.14.** Negative balance protection, Safe Mode Program, Affiliate/IB Programs, PAMM Accounts, Loyalty Membership Program; and
  - 16.6.15.** Support and Compliance staff to answer any and all account questions.
- 16.7.** The Company reserves the right to refuse to provide services to the Client at any time and may not inform the Client of the reasons.

## **17) Website & Platform**

- 17.1.** To use the Company's Website and platform and to gain access to the Company's services, products, and offerings, the Client will need create an account by completing a registration form, through the Company's Website or any other means.
- 17.1.1.** The log-in details for the Client's account(s) will be determined by the Client or by someone whom the Client has entrusted and consented to.
  - 17.1.2.** Specifics of this are further detailed in [Article 9](#) of this Agreement.
- 17.2.** In relation to the log-in details, the Client acknowledges and undertakes that:
- 17.2.1.** The Client will be responsible for the confidentiality and use of their log-in details;
  - 17.2.2.** The Client will change their password regularly;
  - 17.2.3.** Void of the Company's prior written consent, the Client will not disclose the Client's log-in details to other persons for any purpose whatsoever;
    - a)** Applicable exceptions and regulations on this are detailed in [Article 9](#) and [Article 10](#) of this Agreement.
  - 17.2.4.** Without limiting the generalities of [Article 9](#), [Article 10](#), [Article 16](#), and [Article 18](#) of this Agreement, the Company may rely on all instructions, orders, and other communications entered using the Client's log-in details, and the Client will be bound by any resulting transaction entered into or expense incurred on their behalf as performed through their account(s);
  - 17.2.5.** The Client will immediately notify the Company if they become aware of the loss, theft, or disclosure to any third party or of any unauthorized use of their account(s) or log-in details;



- 17.2.6.** The Client will only use the Company's Website, platform, and any other program or service, for their personal use and will not sell, lease, or provide; directly or indirectly, the use of the Company's Website, platform, and any other program or service to any third party.
- 17.3.** The Client acknowledges that their account(s) is provided for use to only the Client or by others the Client have permitted to use their account on their behalf.
- 17.3.1.** As detailed in [Article 9](#) and [Article 10](#) of this Agreement.
- 17.4.** If the Client tells the Company or the Company believes that a Client's account has been compromised, the Company may without prior notice suspend or terminate the Client's account.
- 17.5.** The Company shall not be held responsible or liable for any loss, liability, or cost whatsoever arising from any unauthorized use of the Client's account, Website, or platform.
- 17.5.1.** Per its own capacity and discretion, the Company may refuse monetary compensation for any and all transactions performed during an account's compromised period, if the Company reasonably finds that the compromised account, transactions, and trades resulted from direct Client error.
- 17.6.** The Client shall remain responsible for and on demand indemnify, protect, and hold the Company harmless from and against all losses, liabilities, judgements, suits, actions, proceedings, claims, damages, and costs resulting from or arising out of any act or omission by any person using the Client's account, whether or not the Client authorized such use.
- 17.7.** The Company may introduce and require additional levels of user identification and security and may change their security procedures at any time to ensure data protection of its systems and client information.
- 17.8.** The Website and platform will normally be available during normal business hours.
- 17.8.1.** Further details on operating times are available on the Website.
- 17.9.** The Client shall be solely responsible for providing and maintaining any equipment they may use to access the Website and Company systems, platform, and programs, and for making all appropriate arrangements with any telecommunications suppliers needed in order to obtain access to the Website and Company systems, platform, and programs.
- 17.10.** Neither the Company nor any internet or mobile service providers make any representation or assurance as to the availability, utility, suitability, sustainability, or otherwise of the Website, platform, or any such program or equipment needed to access the Company's Website, platform, programs, systems, and materials.



- 17.10.1.** Neither the Company nor any third parties that the Company uses are responsible or liable to the Client for the same.
- 17.11.** The Company does not control nor influence signal power, its reception or routing via the internet, configuration of Client equipment or that of any third party, or the reliability of its connections.
- 17.12.** The Company will not be held responsible for communication or signal failures, distortions, or delays when the Client accesses the Website or Company systems via the internet.
- 17.13.** For the avoidance of doubt, the Company shall hold zero responsibility or liability to the Client (whether in contract or in tort, including negligence) for damages (i.e. losses, expenses, or similar) which the Client may suffer as a result of transmission errors, technical faults, malfunctions, third-party bank delays, third-party processor issues, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions, or other deficiencies on the part of internet service providers.
- 17.14.** The Client will be held solely responsible for all orders entered into on their behalf via the Website and platform and the Client will be fully responsible and liable to the Company for the settlement of any transaction arising from such.
- 17.15.** The Client acknowledges that access to the Website, platform, and Company systems may be limited or unavailable due to system errors, and that the Company reserves the right to suspend access to the Website, platform, and its systems for any reason.
- 17.16.** The Company shall hold zero responsibility or liability to the Client in the event that any viruses, worms, software bombs, malware, spyware, or comparable items are introduced into the Client's equipment or systems via the Website, or any software provided by the Company to the Client.
- 17.17.** The Client will ensure that no computer viruses, worms, software bombs, malware, spyware, or comparable items are introduced into the Company's Website, equipment, systems, platform, emails, chats, messages, or network.
- 17.17.1.** The Client will be responsible for, reimburse, and will indemnify the Company on demand, protect and hold the Company harmless, for any loss that the Company may suffer arising as a result of any such introduction.
- 17.18.** Internet connectivity delays and price feed errors may sometimes create a situation where the prices displayed on the Website or platform do not accurately reflect the prevailing market rates.
- 17.18.1.** In the event of such delays and errors, the Company reserves the right to cancel



orders, reverse transactions, close positions, and make any necessary corrections or adjustments on any account involved.

- 17.19.** The Client will not use, or allow the use of the Company's software, systems, Website, platform, products, or any services:
- 17.19.1.** In contravention of any laws, regulations, VFSC (including rules on market abuse), or any other regulatory authorities to which the Client or the Company may be subject to;
  - 17.19.2.** In any way (including, without limitation, posting information on the Website where this facility is available) which is defamatory, obscene, abusive, indecent, or menacing or which infringes any intellectual property rights or breaches obligations of confidence, or which is otherwise illegal or unlawful;
  - 17.19.3.** To introduce a software virus or other disruptive program or do any act which would cause the Website damage or to become unavailable for use by others;
  - 17.19.4.** To solicit or encourage other internet Websites to frame or hypertext link direct to the Website; or
  - 17.19.5.** In any way in breach of this Agreement.
- 17.20.** The Company does not permit the use of its Website, platform, or systems for unfair arbitrage activity or otherwise taking advantage of internet delays, using any other manipulative or abusive behavior (such as, but not limited to: the dissemination of false or misleading market information through media, including the internet, or by any other means with the intention of moving the price of a product or the underlying property or value) which could adversely impact fair and orderly trading on the Company's Website, platform, and systems.
- 17.21.** The Company may publish on the Website updates of its system, features available to clients, as well as information, declarations, and warnings related to the Company's services.
- 17.21.1.** The Company may communicate this information via other communication methods available to it.
  - 17.21.2.** The Client undertakes the responsibility to read any such communications and regularly familiarize themselves with any new or changed information or policies.
- 17.22.** The Client will be responsible for obtaining and using a suitable device to enable them access and use of the Website and platform and the Client will be responsible for the installation and proper maintenance of any virus detection/scanning program.
- 17.23.** When using the Website, platform, or any Company systems, the Client must:
- 17.23.1.** Ensure that their device is maintained in good order and is suitable for use with them;
  - 17.23.2.** Run tests and provide such information to the Company to establish that their



device satisfies the requirements needed to use the Company's Website, platform, systems, services, and products;

- 17.23.3.** Conduct virus checks on a regular basis;
- 17.23.4.** Inform the Company immediately of any unauthorized access to the Website or any unauthorized transaction or instruction which the Client knows of or suspects;
- 17.23.5.** Cease and take any necessary steps to prevent any and all unauthorized, unlawful use of the Company's offerings; and
- 17.23.6.** Not at any time leave unattended the device from which the Client accesses the Website or platform or let anyone else use said device until the Client had fully logged off the Company's Website, platform, systems, and services.

**17.24.** In the event that the Client becomes aware of a material defect, malfunction, or virus in any device through which the Client accesses the Company's services, the Client will immediately notify the Company of such defect, malfunction, or virus and will cease all use of the Company's systems until they have received explicit permission from the Company to resume use.

**17.25.** All rights in patents, copyrights, design rights, trademarks, and any other intellectual property rights (whether registered or unregistered) relating to the Website, platform, social accounts, logos, forms, etc. remain solely vested in the Company or the Company's licensors.

**17.26.** The Client will not copy, use, interfere with, tamper with, alter, amend, reverse compile, disassemble, or modify the Website, platform, or any part or parts thereof of the Company's systems, nor purport to do any of the same, or permit any of the same to be done.

**17.27.** The Company may suspend or permanently withdraw the Website, its platform, systems, services, and products at their own discretion.

**17.28.** The Company holds the right; unilaterally and with immediate effect, to suspend or withdraw permanently the Client's ability to use the Website, its platform, systems, services, or any part thereof, without notice, where the Company deems it necessary or advisable to do so.

**17.29.** The Company may choose to do so, for example, but not limited to: in the event of the Client's non-compliance with an applicable law or regulation or if the Client breaches any Article, Clause, Section, or Subsection of this Agreement, or any other legal document, agreement, contract, as displayed on the Website or referred to in any way by the Company.

**17.30.** In the event of a termination of the use of the Website or the Company's platform or





systems for any reason, upon request by the Company, the Client shall, at the Company discretion, return to the Company or destroy all hardware, software, and/or documentation the Company may have provided the Client in connection to its services and any copies thereof.

## **18) Orders & Instructions**

- 18.1.** The Client themselves shall directly perform any trading order, execution, or transaction via the Website and/or the Platform solely by themselves. For the removal of any doubt the Company shall not accept any instructions from the Client (or any other person acting on behalf of the Client) which are given by way of verbal instructions via phone conversation or written instructions via email with respect to any trading order, execution, transaction, or proposed transaction or any other matter which is trading related.
- 18.2.** The Client authorizes the Company to rely on and execute any order, given to it via the Website or platform.
- 18.3.** The Client will be responsible for and bound by all obligations entered into or assumed to be on the Client's behalf as a result of or in connection with such orders.
- 18.4.** All orders must be given by the Client directly through the Website or platform. However, and due to unique and extraordinary circumstances, the orders can be given by the Client to the Dealing or Risk Departments of the Company by means of messaging, or verbal instructions given via phone communications.
- 18.4.1.** The Company will make reasonable endeavors to provide the Client with a client area on the Website or platform in order for the Client to execute the order.
- 18.5.** The Company may refuse to accept any order from the Client. The Company may also partially execute an order if it is unable to execute it in full. The Company will endeavor to provide the Client with a reason for any refusal or partial execution but are in no way obligated to.
- 18.6.** Once an order is executed it cannot be withdrawn or amended.
- 18.6.1.** For the avoidance of doubt, the Client will remain entirely responsible and liable for any order or partial order that the Company is not able to cancel or amend.
- 18.7.** The Client acknowledges and agrees that the Company has the right, but no obligation, to set limits and/or parameters to control the Client's ability to place orders.
- 18.8.** Any such limits and/or parameters may be amended, increased, decreased, removed, or

**Commented [MOU3]:** Why did you delete this? Sometimes clients send orders via other means not through the website or platform.

**Commented [SK4R3]:** Spoke with Jad, Jad told order can be executed only via the platform, moreover if this is the case, that practice should cease, as it will lead to unnecessary complains



added by the Company and may include, without limitation, the following:

- 18.8.1.** Controls over maximum order amounts and maximum order sizes;
  - 18.8.2.** Controls over the Company's total exposure to the Client;
  - 18.8.3.** Controls over prices at which orders may be submitted, including, without limitation: controls over orders which are at a price that differ greatly from the market prices at the time the order is submitted;
  - 18.8.4.** Controls over electronic services that include, without limitation: any verification procedures to ensure that any particular orders have come from the Client; and
  - 18.8.5.** Any other limits, parameters, or controls which the Company may be required to put in place.
  - 18.8.6.** Any leverage/margin requirements depending on but not limited to positions sizes, account sizes and overall risk tolerance.
- 18.9.** When setting limits and/or parameters, the Company will seek to protect the Client's interests as far as reasonably possible but are in no way obligated to.

## **19) Execution of Orders**

- 19.1.** The Client expressly acknowledges that it is their responsibility to understand how an order operates before they place said order with the Company, and that the Client will not place an order unless the Client fully understand the terms and conditions attached to such order.
- 19.2.** The Company shall use all reasonable steps to execute any order promptly but does not promise that it will be possible to execute the order in accordance with the Client's instructions when situations are deemed out of the Company's control.
- 19.3.** If the Company encounters any material difficulty relevant to the proper execution of an order, the Company will attempt to notify the Client. The Company may only execute an order when the relevant underlying market or exchange is open for dealing.
- 19.4.** The Client agrees that the Company may execute an order outside a regulated market or multilateral trading facility.
- 19.5.** Where relevant, the Company will provide the Client with best execution in accordance with VFSC regulations.
- 19.6.** The Company has established an order execution policy to enable the Company to take all reasonable steps to obtain the best possible result in accordance with VFSC regulations. However, this policy is not always applicable and in no way is the Company obliged to use it.



- 19.7. The main execution factors that the Company uses to determine the best possible result are price and costs associated with executing the transaction. When a particular order is recommended through one of the Company's agents, the Company may check that they have a policy and arrangements designed to obtain the best possible result, taking into account the nature of the order and the relevant market.
- 19.8. Before accepting the terms and conditions of this Agreement and completing the registration form, the Client confirms that they have read and agreed to the Company's trading policies.
- 19.9. The Company will monitor the quality of the execution received and will regularly monitor and review any applicable policies.
- 19.10. The Client will promptly deliver any instructions, money, documents, or property required to be delivered by the Client in accordance with completing the terms of that transaction (as amended by any instructions given by the Company) so that the Company can execute their obligations as required to complete that transaction.
- 19.11. The Company may, at its sole discretion, arrange for any transaction to be made with or through an associate or intermediate affiliate, who may not be directly employed by the Company. The Client will be expected to comply with any instructions resulting from this.

## 20) Normal Market Size

- 20.1. The Client may wish to make a transaction which the Company considers to be larger than normal market size.
- 20.2. The Company solely reserves the right to determine what constitutes normal market size.
  - 20.2.1. The Company will do this by referencing the level of trading activity for which prices are available on any relevant market or exchange, for which the Company is reasonably able to obtain price information.
- 20.3. If the Company accepts an offer from the Client to open or close a transaction that is larger than normal market size, said transaction may be subject to special conditions and requirements.
- 20.4. The Company may quote their own revised price when entering the proposed transaction.
  - 20.4.1. The Company's quotation for a transaction larger than normal market size is not guaranteed to be within any specific percentage of any underlying market or related market quotation.



## 21) Margin

- 21.1. The Company requires the Client to provide and maintain, at any time, an amount of margin in their account that the Company considers appropriate.
- 21.2. The nature of the Client's account and transactions will dictate the amount and frequency of deposits of margin the Company will require.
- 21.3. The Company will monitor the Client's margin requirements and will inform the Client as soon as it is reasonably practicable of the amount and frequency of any margin payment required.
- 21.4. Margin funding will be provided in cash through one of the Company's numerous payment methods as detailed in [Article 12](#) and [Article 13](#) of this Agreement.
- 21.5. The Client will pay or transfer this margin within the minimum period (normally within the same day, unless otherwise specified), as dictated by the Company.
- 21.6. The Company will be entitled to close, liquidate or if necessary to offset any negative balances that might occur in any of the Client's trading accounts.
- 21.7. In certain circumstances, there may be times when either the Company will be required to settle or close out a position early in order to maintain a Client's margin requirements and may not be able to provide the Client with notice of this before it happens.
  - 21.7.1. Referred to as "stop-out" and further detailed in [Article 23](#) of this Agreement.
- 21.8. The Company will be entitled to close out or liquidate some or all of the Client's positions if the Client fails to pay the margin when required or if the margin in the Client's account falls below the minimum amount required and the Client's account is at risk of showing a negative balance.
- 21.9. The Company is under no obligation to close out or liquidate any transactions or take any other action in respect of positions opened or acquired on the Client's instruction if the Client fails to pay margin when required.
- 21.10. For the avoidance of doubt, it is the Client's responsibility to monitor their account(s) and positions in order to maintain an appropriate amount of margin at all times.

## 22) Negative Balance Protection

- 22.1. The Company's trading facilities are designed to prevent the Client from incurring a negative balance when trading under normal market conditions.



- 22.2.** Still, it may be possible to incur a negative balance whilst trading and therefore the Company will reimburse the negative balance on the Client's account, also known as 'zero out the account', as further stipulated in [Article 23](#) of this Agreement.
- 22.3.** This Article, or the action of 'zeroing out an account', will not apply where the Company determines, in its sole discretion, that:
- 22.3.1.** The negative balance is unrelated to the trading activity. For example, where the negative balance relates to any fees or charges owed to the Company;
  - 22.3.2.** The negative balance is connected to or a result of a breach of this Agreement;
  - 22.3.3.** The Company is able to set-off any amounts owed between the Client and the Company;
  - 22.3.4.** The Client is excluded from this protection for any reason;
  - 22.3.5.** The Client traded recklessly as a result of placing over reliance on the Company's negative balance protection facility; and/or
  - 22.3.6.** The Client abused or intended to abuse the Company's negative balance protection facility.
- 22.4.** Even when the reimbursement of a negative balance has been made or is due to be made on a Client's account, the Company may revoke or reverse the reimbursement, at its sole discretion.
- 22.5.** The Company shall be entitled to offset any negative balance with any positive balance which is present in the other trading accounts belonging to the Client.

### **23) Zeroing, Adjustments, & Rollovers**

- 23.1.** At any time, the Company exercises its right to adjust or liquidate the Client's account(s) in accordance with the Clauses, Sections, and Subsections of this Article.
- 23.1.1.** This event might occur on numerous occasions to assist the Client or if the Client fails to maintain the needed margin requirements as stipulated in [Article 21](#) of this Agreement.
- 23.2.** Such adjustments may occur, but are not limited to, when:
- 23.2.1.** The Company determines the total cost, loss, or gain for a payment or delivery that would have been required, yet ultimately was not executed as a result of a breach to or termination of this Agreement;
  - 23.2.2.** The Company determines that the Client's balance in their account(s) will be reduced to a negative number, based on the results of any open or closed transactions, thereby prompting an adjustment to 'zero-out' said account so as not to incur a negative balance; and
    - a)** The Company shall treat each cost or loss to the Company as a positive amount and each gain by the Company as a negative amount and combine



all of these amounts to produce a single, net positive or negative amount, expressed in the base currency applicable to the Client' account (zeroing amount).

- 23.2.3.** A transaction is held past the end of the trading day, without being settled (overnight/rollover).
- a)** Said adjustment may incur a fee as further detailed in [Article 24](#) of this Agreement.
- 23.2.4.** Future Contract nearing the front month (Expiration Date(s)) and are about to expire. In such case, the Future Contract will be automatically rolled over to a far-month contract to maintain continuity of the Position of the trade. Accordingly, adjustments are performed on the Position and the Account to nullify the open Position's impact, given its rate (price) change for the new contract period. For more information regarding the adjustment to the Future Contracts, please click [here](#).
- a)** The Expiration Date(s) of the Future Contract shall be set by the Company, and it's in the Company's sole discretion to adjust and or change the Expiration Dates from time to time.
- 23.2.5.** Adjustments to Dividends shall apply in case a dividend distributed had accord while the Client held a net open Position on CFDs (stocks), meaning that long positions shall receive the net dividend value, and short positions shall pay the gross dividend value. Such adjustments shall take place on the Ex-Dividend Date of the underlying asset.

- 23.3.** Any and all adjustments determined will be expressed in the base currency applicable to the Client's account; and
- 23.4.** The Company shall also be entitled, at the Company reasonable discretion, to terminate and liquidate any transactions, open positions, orders, deposits, withdraws, etc. that remain unsettled.

## **24) Commissions, Fees, Charges, & Taxes**

- 24.1.** The Client agrees to pay the Company any fees on any transaction conducted for the Client under this Agreement.
- 24.1.1.** Said fees are typically deducted directly from the Client's account balance through the trading platform by the Company's Dealing Department.
- 24.1.2.** For more information regarding the current Charges, Fees, and Commissions of the Company, the Client should refer to the Website's page entitled "[Trading Conditions](#)".
- 24.2.** Spread is the gap between the bid and the ask prices of a security or asset.



- 24.2.1.** Specific parameters on spread amounts per differentiating instruments can be found on the Website's page entitled "[Trading Conditions](#)".
- 24.3.** The Client must also pay any applicable VAT, stamp duty, stamp duty reserve tax, and any other taxes, levies, or transaction costs, if and when applicable.
- 24.4.** There is the possibility that other taxes or costs may exist that are not paid through the Company or imposed by the Company directly.
- 24.4.1.** The Client will at all times be fully responsible for: any money or investments of the Client, payment of all other taxes, making all claims, filing any tax returns, and/or providing any relevant tax authorities with information in relation to the services the Company conducts for the Client.
- 24.5.** The Company may share charges with associates and other third parties or receive and retain payment from them in respect to transactions conducted on the Client's behalf.
- 24.5.1.** The Client is therefore responsible to any charges that may occur in this manner.
- 24.6.** The Company may impose certain reasonable additional charges as set out from time to time, which the Client shall have to pay in accordance with their obligations under this Agreement.
- 24.6.1.** These additional charges may include; without limitation:
- a)** Transaction costs pertaining to deposits or withdrawals of funds as set by the financial institutions the funds are processed through;
  - b)** Certain third-party charges incurred by the Company;
  - c)** Exchange rate costs resulting from the exchange of funds initially transacted in one currency and then converted to another; and
  - d)** Any reasonable legal costs the Company may incur as a result of Client failure to comply with this Agreement.
- 24.7.** The Company may revoke the 'Overnight Fee' status at its own discretion without prior notice. Client's account may be subject to 'Overnight Fees' on any positions held open at 23:59:59 - server time.
- 24.8.** If the Client's account remains unused for at least ninety (90) consecutive days, the Client's account will be treated as a 'dormant/inactive account'.
- 24.8.1.** This will attract a \$10.00 fee, or equivalent in the base currency of the Client's account, per calendar month to cover costs of maintaining the dormant account.
- 24.8.2.** The Company reserves the right to amend such fees.
- 24.8.3.** Further information on this can be found on the Website's page entitled, "[Trading Conditions](#)".
- 24.9.** If the Client has any questions about these charges, please contact the Company at [support@legacyfx.com](mailto:support@legacyfx.com).





## 25) Errors

- 25.1.** From time to time it is possible that errors may occur in the pricing of transactions, positions, or contracts.
- 25.1.1.** The Company reserves the right to void or amend the terms of any transaction that the Company believes to contain or be based on an obvious or palpable error.
- 25.2.** When reviewing or resolving market errors, the Company may take into account any relevant information including, but not limited to: the state of the underlying market at the time of the error and any error within, lack of clarity, or any information source or pronouncement.
- 25.3.** The Company will make reasonable efforts to take into account any financial commitments that the Client may have but are not obligated to.
- 25.4.** The Company will not be liable to the Client for any loss, cost, claim, demand, or expense the Client may suffer including, but not limited to: loss of profits or any indirect or consequential losses, resulting from an error or remedial actions.

## 26) Affiliates, IB, & Partnership Program

- 26.1.** The Company's various partnership programs are open to anyone. Such competitive partnership offers makes the Company a valued partner for institutions, business introducers, white labels, affiliates, and regional representatives worldwide.
- 26.2.** The following can benefit from the Company's partnership programs:
- 26.2.1.** An individual who refers their friends to the Company as potential clients;
  - 26.2.2.** Business introducers who want to introduce their client base to the Company;
  - 26.2.3.** Fund managers who want to make additional profit based on their existing client base;
  - 26.2.4.** Small companies with state-of-the-art marketing, technology, and liquidity solutions for the forex industry; and
  - 26.2.5.** Large institutions who want to outsource their entire financial departments and operations.
- 26.3.** Potential benefits the Company's partnership programs offer include, but are not limited to the following:
- 26.3.1.** Multilingual platforms, customer support, sales, and retention strategies;
  - 26.3.2.** Sound risk-management policies;
  - 26.3.3.** Innovative marketing strategies to help generate and convert traffic to new clients;
  - 26.3.4.** High paying, flexible, and competitive commission structures;



- 26.3.5. A personal, dedicated, account manager to help clients with all their needs; and
- 26.3.6. Customized solutions for business introducers, and more.

26.4. The Company also offers rewarding commission packages to our affiliates around the world.

## 27) Complaints Handling

- 27.1. The purpose of this Article is to ensure fair and consistent dealing with client complaints whilst striving to provide the highest level of customer service.
- 27.2. The Company maintains effective and transparent procedures for reasonable and prompt complaint handling for existing and potential clients and keeps records of complaints and measures taken for complaint resolution.
- 27.3. All complaints are fully investigated and addressed with the Company's highest capabilities.
- 27.4. All complaint claims and mediation proceedings shall be conducted in the English language alone.
- 27.5. Any reason to make a complaint by or on behalf of the Client must be submitted to the Company via any of the below available official contact methods:
  - 27.5.1. Via email to the Company's Support Department at, [complaints@legacyfx.com](mailto:complaints@legacyfx.com);
- 27.6. In case the complaint is submitted to the Company by the Client's legal representative on behalf of the Client (*hereinafter also referred to as: "the Attorney", wherever applicable*), then the Attorney must present to the Company a valid, duly signed, and apostilled Power of Attorney (*hereinafter also referred to as: "the POA", wherever applicable*).
  - 27.6.1. Without receiving the POA by the Company, the Company shall not start investigating the complaint.
- 27.7. Both parties (i.e., the Company and the complainant Client, including the Attorney, if applicable) will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection to this Agreement and/or any service, product, document, agreement, etc. the Company promotes.
- 27.8. Without derogating the provisions above, this Section explicitly sets exclusive jurisdictions to the courts of Port Vila, Republic of Vanuatu, and Client shall not be entitled to submit any dispute to the courts of their domicile which contradicts said



process.

## **28) Refunds & Returns**

- 28.1.** The Clauses, Sections, and Subsections of this Article were developed for the purpose of reducing financial and legal risks to the Company, observance of Client right to receive a refund and/or return of their funds [*hereinafter also referred to as: 'Withdrawal', wherever applicable*], and in counteraction of money-laundering, forgery, and the financing of terrorist activity.
- 28.2.** The Company adopts a high priority policy in reimbursing its clients whenever a valid amount of money is requested, as long as the Client meets the Company's withdrawal requirements.
- 28.3.** The Client may submit a withdrawal request through their account on the Company's Website or platform, as long as they meet the Company's withdrawal qualifications. Such qualifications include, but are not limited to:
- 28.3.1.** Being deemed fully KYC compliant as determined by the Company's Compliance Department and adhering to any additional documentation request or requirement by any third-party institution the Company may deal with in order to process such a transaction;
  - 28.3.2.** Not requesting credited funds, fees, bonuses, or funds given by or owed to the Company; and
  - 28.3.3.** Not requesting funds above the Client's account's capabilities (i.e., not need for margin purposes);
  - 28.3.4.** Having no open positions in the account.
- 28.4.** All withdrawal requests are subject to a comprehensive review by the Company and are liable for cancellation upon the discretion of the Company.
- 28.5.** Any balance of the Client's money, both deposited funds and profits, not required for margin purposes, can be furnished to the Client as expediently as possible.
- 28.6.** Deposited funds and Profits (i.e., funds garnered from the results of successful trading measures and positions exceeding the amounts initially deposited) will be furnished as one transaction and be returned in the same manner that they were accepted from, at the time of the input of funds, whenever possible.
- 28.6.1.** In some cases—and depending on method used in order to finance the account; profits (i.e., funds garnered from the results of successful trading measures and positions exceeding the amounts initially deposited) will be furnished as a separate transaction from deposited funds and be sent via the Client's alternative payment method of choice if applicable.



- 28.6.2.** Said return methods can at times be issued back via the credit/debit card used to make the initial deposit (as a single complete transaction), if allowed or required by the third-party remitters the Company works with.
- 28.7.** Wire transfers can be used for reimbursements as well, however, may incur bank-handling fees in addition to any charges assessed by the financial and banking institutions used to process the transfer.
- 28.7.1.** As the Client is liable for all such charges, the final amount received may differ from the original amount requested.
- 28.8.** If needed the Company may request from the Client Alternative Payment Methods, whenever the Company is unable to allocate funds back to the original or requested method or for the execution profits.
- 28.8.1.** Such requests will come from the Company's Support or Compliance Department.
- 28.8.2.** Clients are obligated to respond to such requests to avoid cancellation of their withdrawal requests after a period determined by the Company's Compliance Department.
- 28.9.** Ultimately, the method through which funds are sent out is at the Company's discretion.
- 28.10.** Processing times will vary depending on when the request is submitted and how the request is sent out.
- 28.10.1.** Typically, the time frame for a withdrawal to be executed is between 3 to 5 business days; however, said number should not be construed as the norm.
- a)** Processing times include the Company's reviewal of said request, the Company's own processing time of the request from its systems, as well as processing times from the individual third-party financial remitters and institutions from which they are sent.
- 28.10.2.** Since the third-party financial institutions are the ultimate transmitters of a withdrawal of funds, the Company is therefore not liable and holds no responsibility nor influence over the processing times of said third-party processors, banks, etc.
- 28.11.** The Company does not cancel realized commercial transactions from the Client yet reserves the right to return money to the sender, if within ninety (90) consecutive days from the moment of replenishment, activity is not recorded on the trading account (dormant/inactive account).
- 28.12.** The Company reserves the right that returned funds will be sent through any and all applicable payment systems, including, but not limited to: credit/debit cards, wire transfer, e-wallets and Crypto, or any other payment methods the Company may employ. Thus, the return of money will be executed on electronic platforms.



- 28.13.** In the event that the Company classifies the activity of the Client as inappropriate or contradicting to this Agreement, the Company reserves the right to reject any request of a return of funds, without informing the Client beforehand.
- 28.14.** The Company reserves the right to block entrance to the Client’s account, freeze the current balance of the Client, as well as send money back to the Client, following the payment of all services and commissions.
- 28.15.** The Company will take all necessary measures to prevent and block both deposit and withdrawal requests by unauthorized third parties from the Client’s account. Input and output requests of money from the account can be conducted only by the owner of that particular account.
- 28.16.** The Company holds the right to cancel, update, and modify any part of this Article at their sole discretion to ensure legality and productivity.
- 28.17.** For further information regarding this policy, please refer to our separate “[Refund and Return Policy](#)” legal document or contact us at [support@legacyfx.com](mailto:support@legacyfx.com).

### **29) Chargeback or Retrieval Request Handling**

- 29.1.** Any chargeback or retrieval request placed by the Client through their credit card, banking, financial, or regulatory institution, against the Company will be viewed as a breach of the Client’s affirmations in this Agreement.
- 29.2.** If the Company receives such a request or similar in nature, the Company thereby reserves the following rights:
- 29.2.1.** To combat, appeal, escalate, or ignore it or any subsequent requests;
  - 29.2.2.** To suspend any and all activity of the Client and their account(s), immediately, and without notice;
  - 29.2.3.** To determine if it wishes to continue providing services to the Client, precluding the outcome of the case; and
  - 29.2.4.** To refund the Client’s deposits, revoke any credits.
- 29.3.** Generally speaking, it is the Company’s legal right to dispute any and all chargeback, retrieval, or regulatory claims against it, to the best of its ability using any and all resources, documents, forms, proofs, etc. about the Client that the Company has at their disposal.

### **30) Notices**

- 30.1.** Any notice or other communication given under this Agreement may be made by electronic means, including, but not limited to: telephone, instant messaging, WhatsApp,



online ticket, e-mail, etc.

- 30.2.** Any electronic means of delivery carries with it the risk of inadvertent misdirection, non-delivery, and/or data corruption.
  - 30.2.1.** The Company therefore does not accept any responsibility for any changes made to such communications after their dispatch, nor will be held liable for any damages, losses, or costs as a result.
- 30.3.** It is the Client's responsibility to conduct a virus check on any attachments received or sent and check their messages, phone logs, etc. regularly.
- 30.4.** Any and all risks connected with sending and/or receiving confidential information relating to the Client are borne by the Client alone and are not the Company's responsibility or liability.

### **31) Privacy Statement, Personal Data, & Recordings**

- 31.1.** The Company may store, use, or otherwise process, using computer systems or otherwise, personal data about the Client which is provided by the Client or on the Client behalf.
- 31.2.** Examples of personal data that the Company collects from the Client are stipulated in [Article 10](#) of this Agreement, and include, but are not limited to:
  - 31.2.1.** Client name;
  - 31.2.2.** Date of birth;
  - 31.2.3.** Address;
  - 31.2.4.** Contact details, including, but not limited to: phone number and email address;
  - 31.2.5.** Trading experience;
  - 31.2.6.** Proof of Identification (POI);
  - 31.2.7.** Proof of Residence (POR);
  - 31.2.8.** Proof of Payment;
  - 31.2.9.** Declaration Statement;
  - 31.2.10.** Declaration of Wallet Ownership (DoWO)
  - 31.2.11.** Taxpayer Identification Number (TIN);
  - 31.2.12.** Credit Card copies;
  - 31.2.13.** Bank/Wire Transfer confirmations;
  - 31.2.14.** Banking or credit history;
  - 31.2.15.** Declaration of Deposit forms;
  - 31.2.16.** Withdrawal Consent forms;
  - 31.2.17.** Signatory Authorization form (POA or Board Resolution);
  - 31.2.18.** Source of Funds documents;
  - 31.2.19.** Financial history;



- 31.2.20.** Contracts;
  - 31.2.21.** Certificate of Incorporation;
  - 31.2.22.** Shareholders Certificate;
  - 31.2.23.** Passport Scans for Directors and/or Shareholders (holding stake over 20%);
  - 31.2.24.** Proof of Home Address for Directors and/or Shareholders (holding stake over 20%) that is not older than 90 days;
  - 31.2.25.** Signed Corporate Account Agreement between the Company and the Client;
  - 31.2.26.** TIN (Taxpayer Identification Numbers) for Directors and/or Shareholders (holding stake over 20%); and
  - 31.2.27.** Legal documents, etc.
- 31.3.** The Company uses cookies to secure the Client’s trading activities and to enhance and/or customize the performance of its Website.
- 31.3.1.** Cookies used by the Company do not contain personal information or other sensitive information.
- 31.4.** To administer and improve the Website and platform, the Company may use third parties to track and analyze usage and statistical volume information.
- 31.4.1.** Such third parties may use their own cookies to track behavior and may set cookies on the Company’s behalf.
  - 31.4.2.** These cookies do not contain any personally identifiable information.
- 31.5.** Any telephone conversations, messages, chats, emails, etc., between the Client and the Company, either directly or through one of its agents or representatives, may be recorded, catalogued, or documented.
- 31.5.1.** Any such recordings, catalogues, or documents shall be solely considered and treated as Company property; and
    - a)** Per this Section, and due to security and data protection protocols, the Client, and any entity representing them, understands the Company’s right to refuse relinquishment of said information.
  - 31.5.2.** Such recordings, catalogues, or documents will be accepted by the Client or any representative of theirs, as conclusive evidence of the actions, orders, instructions, or conversations per their account, as chronicled.
- 31.6.** The purposes for which the Company can store, use, or process the Client’s personal data are for providing its products and services to the Client under this Agreement, administering the Client’s account(s), and other purposes closely related to those activities including, but in no way is limited to:
- 31.6.1.** Using information for the purposes of electronic account and payment verification and to combat fraud or anti-money laundering enquiries or assessments;
  - 31.6.2.** KYC verification as required by the Company and any affiliates per its regulations;





- 31.6.3.** Reporting to taxation, legal, or regulatory authorities when required;
  - 31.6.4.** Statistical and research purposes;
  - 31.6.5.** Crime prevention and detection; and
  - 31.6.6.** Responding to requests for information from payment providers, legal entities, or Client themselves.
- 31.7.** The legal basis for the Company processing Client personal data in the ways described above will typically be because the processing is necessary:
- 31.7.1.** To fulfil the Company obligations under this Agreement;
  - 31.7.2.** For legitimate business interests; and
  - 31.7.3.** For compliance with a legal or regulatory obligation.
- 31.8.** The Company will implement appropriate security, technical, and organizational measures to protect the Client's personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure.
- 31.8.1.** Said measures will be appropriate to the harm and risk which might result from any unauthorized or unlawful processing, accidental loss, destruction, or damage to the personal data and having regard to the nature of the personal data which is to be protected.
- 31.9.** The Company will retain the Client's personal data for as long as it is reasonably necessary for the purposes mentioned in this Agreement.
- 31.9.1.** Typically, the Company retains the Client's file and information for at least 5 years after the termination of this Agreement and or cessation of services as applicable by Law.
  - 31.9.2.** Notwithstanding the foregoing, unless the Client indicates the contrary, the Company reserves the right to destroy documents containing the Client's personal data immediately upon the Client's last use of the services under this Agreement.
  - 31.9.3.** Contact the Company at [compliance@legacyfx.com](mailto:compliance@legacyfx.com), for further details on the Company's retention policy.
- 31.10.** The Client may issue or withdraw consent to have their personal data collected and used at after the elapse of the 5 years after the termination of this Agreement and or cessation of the provision of the services by the Company by emailing the Company at [compliance@legacyfx.com](mailto:compliance@legacyfx.com).
- 31.10.1.** If the Client withdraws consent, the Client may not benefit from all the services or products the Company offers or that are under this Agreement.
  - 31.10.2.** The Company will not sell, rent, or trade Client personal data to any third party for marketing purposes unless the Client gives their express consent via the method mentioned above.



### **32) Confidentiality**

- 32.1.** Any data or information that the Company holds about the Client is confidential and will not be used for any purpose other than in connection with the products, services, and/or systems as stipulated in this Agreement. Any data or information of a confidential nature will be treated as such, provided that such information is not already in the public domain. Data and information of a confidential nature will only be disclosed outside the purview of Company under, but not limited to, the following circumstances:
- 32.1.1.** Where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over the Company (or any respective associate);
  - 32.1.2.** To investigate or prevent fraud, counter terrorism financing, or other illegal activity;
  - 32.1.3.** To any third party in connection with services to the Client by the Company;
    - a)** Said third parties may be subject and bound to their own enforceable confidentiality codes.
  - 32.1.4.** If required and requested by intermediate brokers, settlement agents, banks, credit card processors, payment providers, and/or financial institutions;
  - 32.1.5.** To supply Website usage statistics with reputable media, advertising firms, and/or with affiliated marketing companies.
    - a)** All such information supplied, collected, and used by any advertising, media, or marketing company used by the Company is not personally identifiable.
  - 32.1.6.** For purposes of credit or identification enquiries or assessments;
  - 32.1.7.** If it is in the public interest to disclose such information; or
  - 32.1.8.** With the Client's consent.
- 32.2.** The Client acknowledges that their information may be sent internationally. Certain countries where such information may be sent to will offer various levels of protection and confidentiality in relation to personal data and information. The Company will, however, always take steps to ensure that any such transfer complies with all applicable confidentiality requirements and Data Protection Laws, and that the information is used by third parties only in accordance with the Company's responsibilities under this Agreement.
- 32.3.** The Company may disclose Client information to certain permitted third parties, who are subject to confidentiality codes and bound by enforceable obligations of confidentiality. The Company may also transfer the Client's personal to fulfil the Company's legal or regulatory obligations to a third-party bank, credit card processor, or financial institution.

### **33) Warranties**

- 33.1.** Without prejudice to any other provisions in this Agreement, the Company's Website,



Online Trading Facility (platform), products, and services are provided "as is" and neither we, nor any of our current or previous shareholder(s), director(s), manager(s), representative(s), agent(s), employee(s), consultant(s), affiliate(s), associate(s), contractor(s), third-party product or service provider(s), financial, banking or payment provider(s) or institution(s), or member(s) [*hereinafter collectively also referred to as: 'Connected Person(s)', wherever applicable*] make any representations or warranties of any kind whatsoever regarding, but not limited to:

- 33.1.1.** The availability, currency, accuracy, performance, or completeness of our systems;
- 33.1.2.** Profitability of the Client's trading decisions and actions;
- 33.1.3.** The results to be obtained by the Client or anyone else from the use of our systems;
- 33.1.4.** Any third party content accessible on or through our systems;
- 33.1.5.** The correctness, quality, accuracy, security, completeness, reliability, performance, timeliness, pricing, or continued availability of our systems;
- 33.1.6.** Any failure of any connection or communication service to provide or to maintain Client's access to our systems, or for any erroneous communications between the Client and us;
- 33.1.7.** Implied warranties of merchantability, fitness for a particular purpose, or noninfringement;
- 33.1.8.** That our systems will meet Client needs, will be uninterrupted, timely, secure, or errorfree.
- 33.1.9.** That the results obtained from the use of our systems will be accurate or dependable; and
- 33.1.10.** That the quality of any products, services, information, or other material purchased or obtained will meet Client expectations.

#### **34) Limitations of Liability**

- 34.1.** The Company gives no warranty as to the performance and/or profitability of the Client's trading decisions.
- 34.2.** As a condition of the Client's use of the Company's Website, Online Trading Facility (platform), products, services, and systems, they along with any person or entity that has access to the Client's account(s) (authorized or otherwise), agree to indemnify and hold the Company and any Connected Person(s) free from and against any and all claims, suits, losses, liabilities, costs, and expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, including reasonable attorneys' fees, arising from or connected to any violation or breach of this Agreement (including negligent or wrongful conduct) by the Client or any other person accessing and/or using the Company's Website, platform, products, services, and systems. the services it provides to the client under this agreement unless such loss arises directly from the gross



negligence, willful default or fraud of the company.

- 34.3.** The Company shall not be liable for any:
- 34.3.1.** Act;
  - 34.3.2.** Omission;
  - 34.3.3.** Solvency of any bank, execution venue, liquidity provider or other third party that acts on behalf of the Client;
  - 34.3.4.** Entity that transacts on behalf of the Client.
- 34.4.** The Company shall not be liable for any loss suffered by the Client in connection with.
- 34.5.** It is provided that the Company shall also not be liable to the Client or any other person (authorized or not) for any consequential, circumstantial, special, or indirect damages (including without prejudice to the generality of the aforementioned, loss of profit, loss of opportunity, commercial losses and damages, etc.) which are incurred by the Client in connection to this Agreement and the Company's products and/or services.
- 34.6.** Subject to the terms of this Agreement and applicable regulations, the Client agrees that the Company's maximum aggregate liability, if any at all, to the Client whether in contract, tort (including negligence) or otherwise shall not exceed the amount(s) the Client deposited to the Company (less any amount which were paid to third party providers such as PSP's, banks, liquidity providers, and/or any other service provider that the Company used to process the Client's deposit or withdrawal).
- 34.7.** The Client and any other person or entity that has access to the Client's account(s) (authorized or otherwise) agrees with the Company; for the Company's own benefit and for the benefit of any Connected Person(s), that the Company directly would alone be liable to the Client or other person (authorized or not) if proven and warranted.
- 34.7.1.** No Connected Person(s) will be personally liable to the Client or any other person (authorized or not) whether in contract or tort, including negligence or otherwise.
- 34.8.** The Client and any other person or entity that has access to the Client's account(s) (authorized or otherwise) shall indemnify and hold the Company and/or any Connected Person free and against any claim by third parties and/or for any loss, liability, costs, or expenses which the Company or any third party may have incurred or paid in respect to any act or omission of the Client, their authorized representative or attorney, due to the performance of this Agreement, the provision of any services, and/or the liquidation of any financial instruments of the Client in settlement of any claims of the Company.
- 34.9.** The Company will not be held liable for any loss, damage, or expense incurred by the Client or and any other person or entity that has access to the Client's account(s)



(authorized or not) in relation to, or directly or indirectly arising from, but not limited, to the following:

- 34.9.1.** Any error, failure, interruption, or disconnection in the operation of the Website, platform, or Company systems, any delay caused by the Client's terminal or transactions, any technical problems, system failures, malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high internet traffic demand, security breaches, unauthorized access, and/or other similar computer problems and defects;
  - 34.9.2.** Any failure by the Company to perform any of its obligations under this Agreement as a result of a Force Majeure event or any other cause beyond its control;
  - 34.9.3.** The acts, omissions, or negligence of any third-party;
  - 34.9.4.** Any person obtaining the Client's data, prior to the Client's reporting to the Company of the misuse of their data;
  - 34.9.5.** Unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data, and access data when the above are transmitted between the parties or any other party, using the internet, other network communication facilities, post, telephone, or any other electronic means;
  - 34.9.6.** Any of the risks of the Risks Disclosure and Warnings notice materializes;
  - 34.9.7.** Currency risk materials;
  - 34.9.8.** Any changes in the rates of tax;
  - 34.9.9.** The occurrence of "*Slippage*";
  - 34.9.10.** The Client relying on functions such as trailing stop, expert advisor, stop loss orders, or other risk management measures;
  - 34.9.11.** Abnormal market conditions;
  - 34.9.12.** Any acts or omissions (including negligence and fraud) of the Client and/or their authorized representative;
  - 34.9.13.** For the Client's or and any other person's or entity's trading decisions (authorized or not);
  - 34.9.14.** Any and all orders given in relation to and/or via the Client's account(s); and
  - 34.9.15.** The contents, correctness, accuracy, and completeness of any communication.
- 34.10.** In the event the Company provides information, recommendations, news, transactional data, market commentary, trading signals, analysis, or research to the Client in any format and via any mode, the Company shall not be liable for any losses, costs, expenses, damages, or otherwise suffered by the Client arising from any inaccuracy or mistake in any such information given.
- 34.10.1.** Pursuant to the above Clause, the Client acknowledges that:
- a) Any market information, analysis, recommendations, signals, or similar communicated to them, by the Company or Connected Person does not



- constitute advice to enter into any transaction and/or contract;
- b) Any market information, analysis, recommendations, signals, or similar given by the Company or Connected Person does not constitute an official opinion or call-to-action on part of the Company or any Connected Person;
  - c) Such information or recommendations, although based upon information obtained from sources believed by to be dependable, may be based solely on a third party's opinion and as such may be incomplete and unverified;
  - d) The Company and any Connected Person makes no representation, warranty, or guarantee as to; and shall not be responsible for, the accuracy or completeness of any such information or recommendations furnished the Client; and
  - e) The Company or any Connected Person makes no representations nor accepts liability concerning any tax implications or treatment of trades, adverse or otherwise, entered into by the Client pursuant to this Agreement.

**34.11.** Said above limitations of liability are not conclusive and may cover additional factors or parameters not listed if deemed detrimental or not in favor of the Company, Connected Person(s), its products, services, systems, and/or overall objectives.

### **35) Default and Termination**

**35.1.** Per this Agreement, the Company regards the following occurrence of one or more of the following events as “Events of Default”:

- 35.1.1.** The Client’s failure to make any payment (including a payment of margin) to the Company or to any Connected Person(s);
- 35.1.2.** The Client’s failure to submit required documentation as required by Company Compliance policy;
- 35.1.3.** The initiation of bankruptcy by third party proceedings against the Client;
- 35.1.4.** Client death;
- 35.1.5.** Any representation, affirmation, or warranty made by the Client becomes untrue;
- 35.1.6.** The Client becomes unable to pay debts as and when they fall due to the Company in relation this Agreement; and/or
- 35.1.7.** Any other circumstance where the Company reasonably believes that it is necessary or desirable to declare that the Client defaulted, to protect the Company or any of the Company’s other clients or Connected Person(s).

**35.2.** If an event of default occurs or if the Company reasonably believes that the Client will not be able or willing in the future to perform any of their obligations to the Company



under this Agreement, the Company shall be entitled, but in no way obligated, to:

- 35.2.1.** Payout the Client the fair market value of the deposits credited to the Client's account(s), without returning to the Client any profits incurred on said investments;
  - 35.2.2.** Close out, replace, or reverse any transaction, buy, sell, borrow, lend, or enter into any other transaction, take or refrain from taking any other action at any time or times in the manner that the Company, at the Company's reasonable discretion, consider necessary or appropriate to cover, reduce or remove the Company's loss or liability under or in relation to any of the Client contracts, positions or commitments; and/or
  - 35.2.3.** Treat any or all transactions that have not been settled between the Client and the Company as having been repudiated by the Client, meaning that the Company's obligations under those transaction(s) are immediately cancelled and terminated.
- 35.3.** Subject to [Section 7.2](#) the Company or the Client may terminate this Agreement by giving the other written notice, which will take effect immediately or after any period that is specified in the notice.
- 35.3.1.** The Company will endeavor to give the Client reasonable notice of termination unless there is a valid reason not to.
- 35.4.** Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable, including, but without limitation: all outstanding fees, charges and commissions, any dealing expenses incurred by terminating this Agreement, and any losses and expenses resulting from the closing out of any transactions or the settlement or conclusion of any outstanding obligations incurred by the Company on the Client behalf.
- 35.5.** Upon termination of this Agreement the Company will be entitled, without first giving the Client notice, to stop providing the Client with access to the Website, platform, and any of its systems.

### **36) Variations**

- 36.1.** The Company may vary this Agreement and/or any of its subsequent Articles, Clauses, Sections, and Subsections, along with any amendment, appendix, document, legal notice, form, webpage, agreement, or contract, referenced to directly or indirectly in writing or otherwise herein or by the Company in any way. Such changes may occur, but in no way are limited, to the following reasons:
- 36.1.1.** To make terms clearer or more favorable to the Client;
  - 36.1.2.** To make terms clearer or more favorable to the Company or any Connected Person(s);
  - 36.1.3.** Reflecting legitimate changes in the cost of providing products and/or





service to the Client;

- 36.1.4.** Reflecting a change in the applicable regulations or any other applicable law, regulation, or codes of practice or decisions by a court, ombudsman, regulator, or similar body;
- 36.1.5.** Reflecting changes in market conditions; and/or
- 36.1.6.** Reflecting changes in the way the Company does business.

**36.2.** The Company may notify the Client of any changes in writing, by email, by posting an update on the Website, or through any other means and method of communication which is appropriate.

- 36.2.1.** The Company in no way is obligated to notify the Client of said changes, especially in cases where such changes are related to proprietary or confidential data or information.

**36.3.** If the Client objects to any change the Client must notify the Company in writing

- 36.3.1.** The Company solely reserves the right to accept or deny said objection(s).
- 36.3.2.** If the Company does not accept the Client's objection, the Company may close the Client's account and/or restrict the Client's activity.

### **37) Client Affirmations**

**37.1.** Affirmations, commitments, representations, and warranties are personal statements, assurances, or undertakings given by the Client to the Company on which the Company relies on.

**37.2.** The Client accepts and understands the following and makes the following affirmations, commitments, representations, and warranties when they enter into this Agreement, create an account, before every transaction, before any submission of a document or form, or any time the Client gives the Company any other instruction:

- 37.2.1.** The Client, and anyone they have granted access to their account(s) with the Company, is over 18 years old and has the full capacity and authority to enter into this Agreement;
- 37.2.2.** The Client, and anyone they have granted access to their account(s) with the Company, is not a United States citizen nor holder of US passport or residency;
- 37.2.3.** If the Client is representing a company, corporation, business, or legal entity, the Client has obtained all necessary authority, powers, consents, licenses, and authorizations and have taken all necessary action to enable that they lawfully to enter into and perform this Agreement and any transaction on behalf of said company, corporation, business, or legal entity;
- 37.2.4.** Any persons or entities entering into this Agreement or individual transaction on the Client's behalf have been duly authorized to do so and thereby also accepts full liabilities for any actions or results stemming from them;
- 37.2.5.** If the Client uses a payment method not held under their name, the Client has



received all necessary authority, powers, consents, licenses, and authorizations to do so, and have taken all necessary action to enable that they lawfully use said payment method in connection to this Agreement and any transaction with the Company;

- 37.2.6.** This Agreement, and any transaction or obligations created under, are binding upon the Client and enforceable against the Client in accordance with this Agreement's terms, and do not and will not violate the terms of any law, regulation, order, charge, contract, or other agreement by which the Client is bound;
- 37.2.7.** No event of default has occurred and/or is continuing with respect to the Client;
- 37.2.8.** The Client, and anyone they have granted access to their account(s) with the Company as authorized by submission of a Third Party Authorization document, is acting on the Client's own behalf;
- 37.2.9.** Any information which the Client provides to the Company in respect of their financial position, domicile, or other matters, is accurate and not misleading in any respect;
- 37.2.10.** The Client understands that they alone hold accountabilities for all transactions performed within their account(s);
- 37.2.11.** The Client is the sole beneficial owner of any and all margin they may transfer under this Agreement, free and clear of any security interest whatsoever;
- 37.2.12.** The Client understands that any recommendations, information, analysis, data, charts, or signals for trading provided by the Company or any Connected Person(s) are not, nor are ever intended to be, a proposition to enter any forex transaction. It is solely the Client's prerogative to determine which, if any, trading signals or actions should be used for the purpose of trading via their account(s);
- 37.2.13.** The Company's role is restricted, so the Company shall not be liable nor responsible for any outcome which will derive from the Client's decision to rely on the recommendations, information, analysis, data, charts, or signals for trading which were provided by the Company;
- 37.2.14.** The Client affirms that any and all suggestions, advice, or recommendations offered by the Company's agents or contained on the trading signal channels offered, do not constitute an official opinion or call-to-action by the Company. Instead, they reflect solely the current readings of the market from the independent third parties from which they were obtained. as described earlier in this Agreement;
- 37.2.15.** The Client acknowledges that any of the Company's employees, representatives, or agents are strictly prohibited from pressuring or conducting any transactions or trades on a Client's account. No person at the Company holds the ability to open or close a Client's position or make any trade on behalf of the Client;
- 37.2.16.** A Client holds full awareness that the Company carries zero influence over



transactions, markets, and trading signals, and therefore the Company cannot be held liable for nor guarantee any profits or losses; and

- 37.2.17.** The Client is emotionally and financially able to sustain partial or even a total loss of funds resulting from transactions and trades associated with the Company's Website, platform, services, products, and/or systems.
- 37.3.** The Client pledges that:
- 37.3.1.** They will at all times obtain, comply, and do all that is necessary to maintain in full force and effect, all authority, powers, consents, licenses, and authorizations referred to in this Agreement;
  - 37.3.2.** They will promptly notify the Company of the occurrence of any event of default with respect to themselves;
  - 37.3.3.** They will take all reasonable steps to comply with all applicable regulations in relation to this Agreement and any transaction, as far as they are applicable to the Client or the Company;
  - 37.3.4.** They will not send orders or take any action that could create a false impression of the demand for or value of a financial instrument;
  - 37.3.5.** They will not send orders which are in breach of applicable regulations;
  - 37.3.6.** They shall observe the standard of behavior reasonably expected of persons in their position and not take any step which would cause the Company to fail to observe the standard of behavior reasonably expected of persons in the Company's position; and
  - 37.3.7.** Upon demand, they will provide the Company with any information that the Company may reasonably require as evidence of the Client's compliance, or lack thereof, with the matters referred to in this Agreement or any applicable regulations.

### **38) Agreement Confirmation & Signature**

These are the Company's standard terms and conditions upon which the Company intends to rely on, by opening an account with the Company the Clients accepts the terms of the Agreement AS IS.

This Agreement, along with any amendment, appendix, or any other versions, and other legal documents, referenced to directly or indirectly in writing or otherwise by the Company, are readily available on the Company's Website.

If you have any questions, please call +41315087455 or e-mail the Company at either [support@legacyfx.com](mailto:support@legacyfx.com) or [compliance@legacyfx.com](mailto:compliance@legacyfx.com).

For your own benefit and protection, you should read this Agreement carefully before agreeing to it and commencing a business relationship with the Company.



If you do not understand any Article, Clause, Section, or Subsection of this Agreement, you should ask for further information or seek independent legal or financial advice.

BY CHECKING THE BOX NEXT TO THE PHRASE “*I have read, understood and accept the Terms and Conditions\* Declaration Statement*” (OR SIMILAR), ON ANY SIGNUP AND REGISTRATION PAGE, THE CLIENT HEREBY SUBMITS AND CONFIRMS THAT IT IS THEIR AUTHORIZED SIGNATURE AND IT IS THEIR UNDERSTANDING THAT THE FOLLOWING AGREEMENT APPLIES TO THE CLIENT.

THE CLIENT HAS READ THIS AGREEMENT AND ANY CONDITIONS REFERENCED TO IT AND UNDERSTANDS AND AGREES TO THEIR TERMS IN FULL.