

# Terms and Conditions

This Agreement is entered into by and these Terms and Conditions (hereinafter referred to as the "Agreement") shall regulate the relationship between Global FT Market LLC, with company No. 2021, and registered at: Hinds Building, Kingstown, St. Vincent and the Grenadines (hereinafter referred to as the "Company"), and the user (a natural or legal entity) (hereinafter referred to as the "Client") of [www.gftmafx.com](http://www.gftmafx.com) (hereinafter referred to as the "Website").

## **Client's Account**

The Client confirms that he/she has read, understood and accepted all information, conditions and terms set out on the Website which are open to be reviewed and can be examined by the public and which include important legal Information.

The Client accepts to maintain the margins in his Account as requested by the Company.

The Client accepts this Agreement by registering an Account on the Website and depositing funds. By accepting the Agreement, and subject to the Company's final approval, the Client enters into a legal and binding agreement with the Company.

By accepting this current agreement, the Client confirms that he/she is able to receive information, including amendments to the present Agreement either via email or through the Website.

The Client hereby acknowledges that each and any Operation, activity, transaction, order and/or communication performed by him/her on the Trading Platform, including without limitation through the Account, and the Website, shall be governed by and/or must be executed in accordance with the terms and conditions of this Agreement and other documentation/information on the Website.

The Company grants no guarantees to the Client Account and/or investment and/or funds. The Company reserves the right to close any positions, or Accounts, at any time, without a prior notice. The Company remains the right to limit the accounts number of one type a client can open.

The Company reserves the right to name certain strategies as non-qualified and add an appropriate commission to such account, at its own discretion, without any additional explanations.

The Company reserves the right to process transactions, including but not limited to, withdrawal and deposit requests, the way that doesn't affect other transactions even if it requires the extension of the processing time beyond the terms mentioned on the website.

## **The Company reserves the right to cancel any position and/or its results if that position:**

- Was executed at the price that was not available at the market at the moment of order execution;
- Was considered as fraudulent by the Company at its sole discretion;
- was executed in contradiction with the clauses of this Agreement.

The Company reserves the right to close/delete any Client's position, block the Client's Account, suspend the client's right to trade, temporarily or permanently, and/or block the Client's access to live quotes in case the Client violates the Company's rules, including, but not limited to:

Usage of forbidden trading strategies and/or Expert Advisors; deliberate usage of errors in quotations, execution lag, failures of computer equipment, software, and/or communication systems.

## **Global FT Market Terms:**

- **Account** - means a unique personified account registered in the name of the Client and which contains all of the Client's transactions/ operations on the Trading Platform (as defined below) of the Company.
- **Ask** - means the higher price in a quote. The price the Client may buy at.
- **Bid** - means the lower price in a quote. The price the Client may sell at.
- **CFD (contract for difference)** - means a tradeable contract entered into between the Client and the Company, who exchange the difference in the value of an Instrument, as specified on the Trading Platform at the time of opening a Transaction, and the value of that Instrument at the contract's end.
- **CFD (contract for difference)** - means a tradeable contract entered into between the Client and the Company, who exchange the difference in the value of an Instrument, as specified on the Trading Platform at the time of opening a Transaction, and the value of that Instrument at the contract's end.

- **Execution** - means the execution of Client order(s) by the Company acting as the Client's counterparty as per the terms of the present agreement.
- **Financial Instruments** - means the Financial Instruments as per paragraph 2.4 below that are available on the Company's Trading Platform.
- **KYC documents** - means the documents to be provided by the Client, including without limitation to the a copy of the passport or ID and utility bill of the Client, in case it is a natural person and/or certificates showing the management and ownership going all the way up to the ultimate beneficial owner, in case it is a legal entity, and any other documents the Company may request upon its sole discretion.
- **Market** - means the market on which the Financial Instruments are subject to and/or traded on, whether this market is organized / regulated or not and whether it is in St. Vincent and the Grenadines or abroad.
- **Market Maker** - means a company which provides BID and ASK prices for financial instruments.
- **Operations** - means actions performed at the Client's Account, following an order placed by the Client,, connected with but not limited to crediting of funds, return of funds, opening and closing of trade transactions/positions and/or that relate to financial instruments.
- **Prices** - means the prices offered to the Client for each transaction which may be changed without prior notice. Where this is relevant, the "Prices" given through the Trading Platform include the Spread (see definition below).
- **Services** - means the services described in section 3 of this Agreement.
- **Spread** - means the difference between the purchase price Ask (rate) and the sale price Bid (rate) at the same moment. For avoidance of doubt, a predefined spread is for the purposes of this Agreement assimilated commission.
- **Trading Platform** - means an electronic system on the internet that consists of all programs and technology that present quotes in real-time, allow the placement/modification/deletion of orders and calculate all mutual obligations of the Client and the Company.
- **Introducing Broker** - means any person (natural person or a legal entity) who wishes to refer Clients to Global FT Market and has entered into an Introducing

Broker Agreement and has successfully opened an IB Account (as defined in the Introducing Broker Agreement).

## **Security in Favor For Global FT Market Ltd:**

The Company shall have the Client's lien and the right to set-off against all assets, held for whatever purpose by the Company for the Client's Account. Such lien and right to set-off shall secure all claims by the Company, of whatever nature, irrespective of their due date and of the currency in which they are labeled. The Company is authorized to realize the pledged assets at private sale, without restriction and without being bound to observe the legal formalities required by the St. Vincent and the Grenadines federal law on the recovery of debts and on bankruptcy if, in the opinion of the Company, the sale is necessary to cover claims, secured by the pledge whether or not such claims are due and payable.

## **Client Inactive Account:**

- Client acknowledges that if he does not place a trade during a three (3) month period, and if during such period no OTC FOREX/METALS/CFDs positions are held on Client's Account, the Account will be automatically removed from the Company system to the archive.
- The Client will thereafter be required to re-establish an Account prior to placing any further trades, and the Company may require additional documentation from the Client to reactivate such Account.

## **Settlement of Transactions:**

- The Company shall proceed to a settlement of all transactions upon execution of such transactions.
- An online statement of Account will be available for printing to the Client on the Trading Platform of the Company, at all times

## **Risk Statement:**

- The Client hereby confirms to have read, understood and hereby accepts the risk statement relating to the use of Services on the Website, as the same is available electronically via the Website.
- By accepting this Agreement the Client accepts that the Client has read and understood the information contained in this Agreement and the Company's

general description of the nature and risks of different Financial Instruments and/or Service(s) which can be found in our Risk Disclosure.

## **Risks Involves In Trading:**

- The value of the Financial Instruments offered by the Company may increase or decrease. The Client acknowledges that they fully understand the risks involved in trading CFDs (and other similar products), including, but not limited to, the risk of loss of all funds.
- CFD Trading does not give you any right to the underlying instrument of the Transaction. This means that you do not have any interests in, or the right to purchase any underlying shares in relation to such instruments because the CFDs represent a notional value only.
- Virtual currencies are complex and high-risk products, and their prices fluctuates widely; as such, they entail the risk of losing the entire invested capital. Trading cryptocurrencies may result in significant loss over a short period of time. Clients should not trade in virtual currencies in case they do not have the necessary knowledge and expertise in these products.
- The Client acknowledges that he has read, understood and accepted the Company's risk disclosure information found on the Company's Website.

## **Investment Performance In Global FT Market:**

Global FT Market does not guarantee any particular rate or return, the performance of any investment or the repayment of capital from an investment in a financial product provided by us. All investments, including speculative trades, are subject to investment and other risks. These risks are outlined in detail in the Product Disclosure Statement provided for the relevant product.

## **No Personal Advice:**

The information contained on this website should not be construed as personal financial product advice. The information is general information only and does not take into account one or more of your objectives, financial situation or needs. Before making an investment or trading decision on the basis of the information on this website, we recommend that you assess whether the information on this website is appropriate to your particular objectives, financial situation and needs.

We recommend that you seek the assistance of an independent financial, tax or legal adviser. The information on this website is not a recommendation to invest in any financial products or services offered by Global FT Market or any related bodies corporate.

### **Limitation of Liability:**

To the extent permitted by law, Global FT Market will not be liable in any way for any loss or damage, including without limitation to, direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with this website or any linked site or use off or inability to use the these links, by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if Global FT Market, or its representatives, are advised of the possibility of such damages, losses or expenses.

### **Website Content:**

Information or content on this website may not be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed or transmitted in any form, except where necessary in order to view the information on this website on your browser, or as permitted by law, by any process without specific written consent from Global FT Market.

### **Other Important Information:**

Global FT Market and its related bodies corporate, directors and other staff may, from time to time, have an interest in financial products and receive other benefits from transactions arising as a result of information accessed through this website.

Registered in the Financial Services Authority St. Vincent & the Grenadines.

Registration number 26395 BC 2021