

are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent

Confidentiality Waiver: You and we each acknowledge that pursuant to EMIR and Supporting Regulation, regulators require reporting of trade data to increase market transparency and enable regulators to monitor systemic risk to ensure safeguards are implemented globally.

You and we each further acknowledge that disclosures made pursuant hereto may include, without limitation, the disclosure of trade and trader information including your identity (by name, address, corporate affiliation, identifier or otherwise) to any trade repository registered in accordance with Article 55 of EMIR or recognized in accordance with Article 77 of EMIR or one or more systems or services operated by any such trade repository ("TR") and any relevant regulators (including without limitation, the European Securities and Markets Authority and national regulators in the European Union) under EMIR and Supporting Regulation and that such disclosures could result in certain anonymous transaction and pricing data becoming available to the public. We and you further acknowledge that, for purposes of complying with regulatory reporting obligations, you (in the case of us) or us (in the case of you) may use a third-party service provider to transfer trade information into a TR and that a TR may engage the services of a global trade repository regulated by one or more governmental regulators. You and we each also acknowledge that disclosures made pursuant hereto may be made to recipients in a jurisdiction other than that of the disclosing Party or a jurisdiction that may not necessarily provide an equivalent or adequate level of protection for personal data as the counterparty's home jurisdiction.

For the avoidance of doubt,

a. to the extent that applicable non-disclosure, confidentiality, bank secrecy, data privacy or other law imposes non-disclosure requirements on transaction and similar information required or permitted to be disclosed as contemplated herein but permits you or us to waive such requirements by consent, the consent and acknowledgements provided herein shall be a consent by each Party for purposes of such law;

b. any agreement between the Parties to maintain confidentiality of information contained in these Terms or in any nondisclosure, confidentiality or other agreement shall continue to apply to the extent that such agreement is not inconsistent with the disclosure of information in connection with the Reporting Requirements as set out herein; and

c. nothing herein is intended to limit the scope of any other consent to disclosure separately given by you to us or by us to you.

The consenting Party represents and warrants that any third party to whom it owes a duty of confidence in respect of the information disclosed has consented to the disclosure of that information.

8.5. Compensation Scheme

No compensation scheme is implemented by TPtrades

8.6. Complaints

(a) The Client is requested to raise any complaint or dispute with TPTrades as soon as possible after the event it relates to as this will make it so much easier for TPTrades to deal with it.

(b) Clients are able to address a complaint to the Company at no cost.

(c) Upon receipt of a complaint the Company will acknowledge in written form such receipt and that it will be ensured that the complainant is kept informed of the progress of the measures being taken for the resolution of the complaint.

(d) A complaint is deemed as resolved where the complainant has indicated acceptance of a response from the Company, with neither the response nor acceptance having to be in writing.

(e) During the investigation into a complaint we reserve the right to suspend your trading accounts for the term of the investigation until it is resolved.

8.8. Appropriateness of Appropriateness

(a) As you have been categorized as Retail Client, we are required by the applicable laws and regulations to obtain sufficient information for the purposes of assessing the appropriateness of the Financial Instruments offered by the Company. The purpose of the collection of information in regards to the assessment of appropriateness is to enable us to assess your knowledge and experience in the trading of complex instruments and leveraged products. The relevant information is collected during the account opening procedure and before any Transactions are carried out.

(b) If we determine that our Services are not appropriate for your level of experience and/or knowledge of CFDs we will notify you and apply account limitations as applicable including but not limited to leverage and/or deposit limitations. At the end, we may not be able to offer you a Trading Account with us.

(c) We are entitled to rely on the information you provide us with unless we are aware that such information is manifestly out of date, inaccurate or incomplete. We have no responsibility for the information which you provide to us and we may assess your knowledge, experience and appropriateness on the basis of the information you provide to us.

(d) You hereby represent and warrant that you understand the purpose of the assessment of appropriateness that we undertake. If you provide us with incorrect or incomplete information about the assessment of appropriateness, you will adversely affect our ability to carry out correctly our obligation.

8.9. Product Governance

(a) Under the requirements imposed by the FCA in relation to Product Governance, we have determined the Target Market for each of the Financial Instrument offered by us. As part of the account opening procedure, you acknowledge that you should provide the necessary information to enable us to determine whether you fall within the identified Target Market of end clients or not. Such information aims to evaluate whether your needs, characteristics and objectives are in line with the characteristics and risks of the complex and leveraged products offered by the Company.

(b) If you provide us with incorrect or incomplete information required under Product Governance regime, you will adversely affect our ability to carry out correctly our obligation and thus, you may be allowed to enter into Transactions in Financial Instruments that should not be marketed and offered to you.

8.10. Key Information Document

(a) The Key Information Document ("KID") is the document prepared by the Company for the packaged retail and insurance-based investment products ("PRIIPs") manufactured and sold by the Company to Retail Clients. In

accordance with the requirements of PRIIPs, the purpose of the KID is to provide you with overview information on the Company, applicable laws and regulations, the services offered as well as the nature and risks involved in the trading of spot forex and CFDs.

(b) As the KID constitutes an overview of the risks involved, is provided to you only for the purpose of helping you to understand the nature, costs, risk and rewards of the relevant products and to help you to compare it with other products, it should be used for information purposes. This Agreement comprises the primary legal agreement between you and the Company for the services we provide to you as described herein.

(c) The KIDs for spot forex and CFDs are available on our website

8.11. Transaction Reporting

In accordance with the Markets in Financial Instruments Regulation (MiFIR), Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012, we are obliged to report transactions on financial instruments that are admitted for Trading on a Trading Venue ("ToTV") or for which a request for admission to trading has been made, financial instruments where the underlying is a financial instrument ToTV; and financial instruments where the underlying is an index or a basket composed of financial instruments ToTV.

In this respect, you are irrevocably authorizing us to report all of your reportable transactions to the FCA. For the purposes of facilitating Transaction Reporting, you should provide us, among other, with the following supporting documentation, in an acceptable by us format:

Natural Person: Depending on the country of your residence, you should provide us with such supporting documentation as required by the Annex II of the Delegated Regulation (EU) 2017/590 regarding national client identifiers for natural persons to be used in transaction reports, including but not limited to the passport number or identity card number or concatenation (CONCAT) number.

Legal Person: You should provide us with the Legal Entity Identifier ("LEI"), the 20-digit, alphanumeric code that enables clear and unique identification of legal entities participating in financial transactions. It is emphasized that we will not be in a position to provide a service triggering the obligation for us to submit a transaction report for a transaction entered into on your behalf, prior obtaining the LEI from your side. Failure to renew your LEI on an annual basis will result to the termination of this Agreement.

You should also provide us with any additional information and/or supporting documentation may be requested from time to time, required under MiFIR or any other applicable laws and regulations, in order to comply with our reporting obligation.

In case of refusal or failure to provide us with the required information and/or supporting documentation, we have the absolute right to refuse you to trade with us and to suspend your Account or terminate this Agreement.

8.12. Client Categorization

(a) This section should be read in conjunction with our Client Categorization Policy, which is uploaded onto our website and is available here.

(b) We have categorized you as a Retail Client and therefore, you will benefit from the regulatory protections afforded to Retail Clients under the FCA Rules. In certain circumstances you may wish to be placed into a different category. In such an event, we will examine your request, which shall be made in writing.

9. Use of Internet, Software and Computers

The Client understands and acknowledges that:

(a) While the Internet is generally reliable, technical problems or other conditions may from time to time delay or prevent the Client from accessing the Trading Platform.

(b) The use of the Internet exposes the user to risks resulting from the structure of the Internet and the use of a personal computer and/or any other end equipment permitting connection to the Internet.

(c) The Client is responsible for all the results of unauthorized use of passwords and other means of information protection given to the Client, and in the Client's personal computer.

(d) The entry passwords for the Trading Platform are personal, secret, private, and may not be transferred. The client should consider changing their password on a regular basis. Use of the passwords and the preservation of their secrecy is at the full responsibility of the user, with all that this entails, including, but not only, responsibility for damage caused to the Client and/or to any other third party, as a result of transferring the password to others, by acts of commission or omission, and/or as a result of unsuitable storage of the password.

(e) The Client hereby agrees and undertakes to immediately inform TPtrades of any access to the Account by a user unauthorized by the Client and/or of any violation and/or damage to privacy and/or to the security of the Trading Platform.

(f) TPtrades shall not be liable for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high Internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects.

(g) TPtrades does not represent, warrant or guarantee that the Client will be able to access or use the Trading Platform at all times or all locations of its choosing, or that TPtrades will have adequate capacity for the Trading Platform as a whole or in any geographic location, or that the Trading Platform will provide uninterrupted and error-free service.

(h) TPtrades shall not be responsible for any loss and/or damage of any kind caused to the Client as a result of use of the Account by others, whether or not with the Client's knowledge.

(i) The use of the TPtrades web site, the Trading Platform, and the information services provided by TPtrades to the Client are at the Client's full and sole responsibility and the Client hereby confirms that he is aware of all the risks resulting from the method of giving and receiving the information services through the internet.

(j) The Client may be provided with the facility to use functionality and/or software for automated trading such as 'Trailing Stops' and/or 'Expert Advisor' at the discretion of TPtrades. Use of this facility by the client is optional. The client understands that TPtrades in no way recommends or endorses this automated trading functionality and/or software and does not accept any responsibility for any malfunctions or failures.

(k) We may interrupt your use of our Website and/or Trading platform to carry out essential account maintenance, transaction adjustments, modifications or any development related matters. This may be site-wide. We shall endeavor to provide you with reasonable notice of this, however, this may not be possible in all situations given that market operations are available on a continuing basis.

(l) TPtrades may obtain information from your use of our Website and/or Trading platform relating to the type of device that you use. We may use this data to help us identify and prevent fraud, illegal activity and inappropriate behavior including deceptive impersonation.

(m) Various access methods (e.g. mobile, desktop) may be made available to you. Different access methods may have different functionality and content from one another, and such content and functionality are subject to change without notice.

10. Telephone and Recording

10.1. The Client acknowledges that he understands and fully and solely assumes the risks involved in providing telephone instructions, including the risks of possible misunderstanding of the Client's instructions, impostures and/or false identification of the Client on the phone. If the Client does not wish telephone Transactions to be permitted, he should so inform TPtrades in writing.

10.2. The Client acknowledges and agrees to receive telephone calls from TPtrades at their last updated telephone number recorded in our system at an appropriate time of the day and TPtrades agrees to reschedule such calls to an alternative date and/or time should the client so request.

10.3. Any and all telephone conversations between the Client and TPtrades, may be recorded in accordance with applicable laws and regulations and to the use of such recording in relation to any dispute between the Client and TPtrades.

10.4. The Client understands that TPtrades will retain such recordings for a limited period in accordance with its document retention policies in effect from time to time.

10.5. We strongly recommend that you keep your own records of all communications between us (such as instructions and transactions) including details of the times, dates and nature of your instructions as these details will be important if there is a dispute between you and us.

10.6. You acknowledge that, under no circumstances, will TPtrades representatives provide investment advice or request that you provide them with sensitive information such as passwords and payment methods information. You further acknowledge that telephone calls are not a guaranteed service, and that no assumptions should be made in relation to the frequency and/or purpose of such calls. Should you decide not to receive telephone calls, you can contact Customer Support with this request.

11. Chargeback Policy

11.1. If we receive, for any reason, a dispute, claim, and/or chargeback from your credit card issuer or any other payment method you use, you acknowledge that we have the right to:

11.1.1. immediately close any and all of your open Transactions whether at a loss or a profit and liquidate your Trading Account with or without any notice; and/or

11.1.2. immediately place restrictions on your trading account with or without any notice, including: i) the restriction on making deposits using any payment method to your trading account, even in cases of margin alert(s), ii) the restriction on requesting withdrawals from your trading account, and iii) the restriction on opening new positions on the trading platform; the duration of the restrictions will be set at the TPtrades' discretion;

11.1.3. terminate the Client Agreement.

The Company will not be held liable for any loss, cost or charge incurred resulting directly or indirectly from the exercise of our right to place restrictions on your trading account as provided in this section of this Agreement. You further agree that the exercise of our right of this Agreement does not affect, diminish, influence or alter in any way our rights to make Margin Calls under this Agreement.