

## TERMS AND CONDITIONS

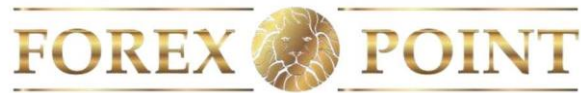
The website is owned and operated by YUKON GLOBAL LTD GLOBAL GATEWAY 8, RUE DE LA PERLE, MAHE, SEYCHELLES

### Use of the Website

- The user warrants and represents to the Company that he is legally entitled to make use of information made available via the website.
- The Company reserves the right at its sole discretion to change, modify, add, or remove any portion of this Website or these Terms of use at any time and for any reason, without a notice to the user.
- Changes to these Terms will be effective when posted. Continued use of this Website following any such changes shall constitute the user's acceptance of such changes.
- This Website and the information, tools and material contained in it are not directed to, or intended for distribution to or use by any person or entity who is a citizen or resident of or located in any jurisdiction where such distribution, publication, availability or use would be contrary to law or regulation or which would subject the Company or its affiliates to any registration or licensing requirement within such jurisdiction. In accessing any part of this website, the User agrees not to use this website in such a way that disrupts, interferes with or restricts the use of this website by other users; not to upload, display or transmit any materials through this website which are false, offensive, defamatory, threatening, obscene, unlawful or which infringe the rights of any other person anywhere in the world.
- Refund Policy – In case the User has paid or deposited money with the Company with respect to the services offered by the Company through the website, the Company reserves the right to refund / send back to the Client any amounts received in any of the following events: (a) Upon Client's request, subject to Client's balance with the Company; or (b) Mutual agreement between Company and Client; or (c) Company's requirements for provision of services have not been met by the Client; or (d) upon termination of the contractual relations between the Parties with or without cause; all subject to any debt of the Client towards the Company.

### Intellectual Property

- The trademarks, names, logos and service marks (collectively "The Trademarks") displayed on this website are registered and/or unregistered trademarks of the Company or third parties that have rightfully permitted the Company to display the Trademarks displayed on the Website. Nothing contained on this website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Website without the written permission from the Company.
- The user may download content only for his personal use for non-commercial purposes but no modification or further reproduction of the content is permitted. The contents of the Website, including any images, text, executable code, and layout design may not be distributed, reproduced, publicly displayed, downloaded, modified, reused, re-posted, or otherwise used except as provided herein without the express prior written permission of the Company. The user may not, for any reason, distribute, modify, duplicate, transmit, reuse, re-post, or use the content of the Website, in full or in part, for public or commercial purposes, including the text, images, audio, and video, without a prior written consent from the Company. Anything that the user uploads, posts or transmit to this Website may become the property of the Company and may be used by the Company for any lawful purpose, and is further subject to disclosure as deemed appropriate by the Company, including to any legal or regulatory authority to which the Company is subject.



## Applicable Law and Jurisdiction

- The User should acknowledge that the Company shall have the right, in order to collect funds owed to the Company by User or to protect the Company's rights such as good-name, intellectual property, privacy etc., to immediately bring legal proceedings against the User, in the User's residency and according to the User's residency applicable law. Any claim against the Company should be brought before the competent court in the Company's jurisdiction.
- Legal Restrictions: without limiting the undermentioned provisions, you understand that laws regarding financial contracts vary throughout the world, and it is your responsibility to make sure you properly comply with any law, regulation or guideline in your country of residence regarding the use of the Site. To avoid any doubt, the ability to access our Site does not necessarily mean that our Services and/or your activities through the Site are legal under the laws, regulations or directives relevant to your country of residence.

## Disclaimer of Warranties

- The use of same is at the User's own risk. The information on this site is provided on "as is" and "as available" basis.
- The company does not warrant the accuracy, completeness, security or timeliness of the content, information or services provided on or through the use of the website, either expressly or impliedly, for any particular purpose.
- The company, its officers, licensors, and its suppliers, to the fullest extent permitted by law, disclaim all warranties express or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, non-infringement of third parties' rights, and fitness for a particular purpose.

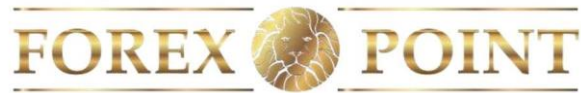
## Privacy

- The Company's Privacy Policy governs the use of information collected from or provided by the User at this Website.

Limitation of Liability  The Company shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by the user or any third party, as a result of or which may be attributable, directly or indirectly, to the access and use of the website, any information contained on the website, the user's personal information or material and information transmitted over the Company's system. In particular, neither the Company nor any third party or data or content provider shall be liable in any way to the user or to any other third party, for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever, or for any actions taken in reliance on the content of the Website.

## Governing Law and Exclusive Courts

This Agreement will be governed by in accordance with the laws of Marshal Islands without regard to its choice of law principles. Any legal action or proceeding arising in connection with this Agreement will be brought exclusively in courts of Marshal Islands, and the parties irrevocably consent to such personal jurisdiction and venue.



## Withdrawal of Funds

Withdrawing funds from your FOREX-POINT account is easy and quick. Withdrawal requests received before 1:00 pm GMT will be acted on the same day, with all others being acted on within 24 hours. FOREXPOINT only uses secure methods for sending your funds to you, and fully complies with internal and regulatory procedures to ensure the funds are safely processed. To execute a withdrawal from your FOREXPOINT trading account simply login to the Traders Room above and from the withdrawal tab you can complete the online form. This form is completed online and uses an electronic signature to verify your authorization to perform the withdrawal. FOREX-POINT follows strict compliance procedures including anti-money laundering rules designed to protect all clients. There are several details to be aware of:

- Funds can only be sent to an account in the same name as the FOREX-POINT trading account.
- All withdrawals will be sent back to the original source up to the initial amount. Profit withdrawals or any amount over the initial deposit can only be sent by bank transfer.
- Funds can only be sent to a credit card if the initial deposit was in the last 120 days. If it exceeds 120 days, funds will be sent via bank transfer.
- In some instances, credit cards will not accept a deposit, depending on the issuing financial institution. In those situations, funds will be sent by bank transfer.
- We do not charge fees for withdrawing funds by bank wire transfer. However, please note that you will be liable for any fees charged by the banks involved in the transaction, including intermediaries. Withdrawals via credit card will attract a fee of \$5 + Processing rate fee by Visa / MasterCard.

Furthermore, when it comes to withdrawals, Client may be required to present additional information and documents. Please consider that it will take 5-7 business days to process your withdrawal request.

For more information on how to withdraw funds from your trading account, please do not hesitate to contact us at [support@forex-point.com](mailto:support@forex-point.com), on live chat or by call us over the phone.

## Deposits

- On every deposits we will ask our traders to send us for the following documents in order to validate your account, within ten business days.
  1. A photocopy of your valid passport, driver's license, or national identification card
  2. A utility bill or bank statement from the last two months with your address clearly shown.
  3. A photocopy of the front of the credit card which you used to make your deposit.

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

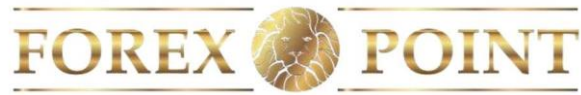
No third party deposits are allowed on the website.

## Clearing and billing

### General fee:

- Dormant Fee: Forex-Point will charge dormant account balance, for inactivity in trading of 45 days and above, for the sum of 100\$ a monthly fee after this period of time .
- Auto trading software fee: Forex-Point do not charge any fee for using third party or company's auto-trading software. However a client/trader who registered and deposited for using one of the auto-trading softwares and wish to close the account and withdraw the funds before trading at least 20 trades with the software, will be charged \$100 as an auto-trading software fee.

Clearing and billing services are done by Vcapital doo Podgorica, CETINJSKI PUT BB, 81000, Podgorica, Montenegro



#### Payment cards per user

- Cardholder must always be the same as the person on the registered ID

#### No transfers of funds

- Transfers between the accounts on the platform must be forbidden

#### Acceptance of customers

- Blacklisted jurisdictions o The operator must not accept any customers from the following jurisdictions (citizens or residents): United States, France, Slovakia, Czech Republic, Iran, North Korea, Yemen, Syria, Turkey and Syria.

#### SCALPING POLICY

Scalping is a trading strategy which is deemed an unacceptable practice if used to return profits by taking advantage of internet latencies, delayed prices or through high volumes of transactions targeting tick fluctuations (rather than price movements) where trades are opened and closed very quickly.

Such Scalping is considered a breach of our General Terms and Conditions and as such we reserve the right to act reasonably and in good faith and at our sole discretion to:

1. Immediately terminate your account and your access to our servers.
2. Void any trade (i.e., treat the trade as if the trade had never taken place) which was part of any Scalping activity.
3. Close or delete any trade, which was part of any Scalping activity, on the basis of our current market price. We can exercise the above rights even if you have entered into (or refrained from entering into) arrangements with third parties relating to the relevant trade and even if you may suffer a trading loss as a result. Please be advised that all trading activity is monitored, and in the event it is identified that you are Scalping we reserve the right to close your account with immediate effect.

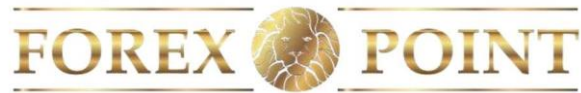
#### KYC (Know Your Customer) Policy

Know your customer policies have become increasingly important worldwide lately, especially among banks and other financial institutions, in order to prevent identity theft, money laundering, financial fraud and terrorist activity.

Forex-Point holds a zero tolerance fraud policy, and is taking all measures possible to prevent it. Any fraudulent activity will be documented and all related accounts to it will be immediately closed. All funds in these accounts will be forfeited.

#### Prevention:

Forex-Point aims to ensure the integrity of any sensitive data it obtains, such as your account information and the transactions you make, using a variety of security measures and fraud controls. Securing your



electronic transactions requires us to be provided with certain data from you, including your preferred deposit method.

When you deposit funds we will require the following documents

- A copy of your valid passport with the signature page
- Copies of your credit cards, used to make the deposit (Front side with only the 4 last digits visible, back side with the CVV covered).
- A copy of a recent utility bill in your name and address
- A signed purchase history of your online transactions

If you have any questions, please don't hesitate to contact our customer support: [support@Forex-Point.com](mailto:support@Forex-Point.com)

When do I need to provide these documents?

We highly appreciate you taking the time to provide us with all the necessary documents as soon as you can, in order to avoid any delays in processing your transactions. We require the receipt of all the necessary documents prior to making any cash transactions to your benefit.

Some circumstances may require us to request these documents before allowing any other activities in your account, such as deposits or trades.

Please note that if we will not receive the required documents on file, your pending withdrawals will be cancelled and credited back to your trading account. We will notify you on such event via our system.

How can I send you these documents?

Please scan your documents, or take a high quality digital camera picture, save the images as jpegs, then send it to us via mail to [support@forex-point.com](mailto:support@forex-point.com) How do I know my documents are safe with you?

Forex-Point holds the security of documentation at highest priority, and treats all documents it receives with utmost respect and confidentiality. All files we obtain are fully protected using the highest level possible of encryption at every step of the review process.

We thank you for your cooperation in helping us make Forex-Point a safer place to trade.