

## TERMS OF SERVICE EVOLVE.MARKETS

### 1. WHO WE ARE AND WHAT WE DO

- 1.1 Evolve Markets Limited is a Contract For Difference (CFD) broker, incorporated as an International Business Company in St. Vincent & the Grenadines under number 23498 IBC 2016. In this document, “we” stands for Evolve Markets Limited.
- 1.2 We own and operate a virtual trading Platform (“**Platform**”) via the url evolve.markets (the “**Website**”), via which users can trade on fx, commodities, indices and cryptocurrencies markets.
- 1.3 In this document, “you” stands for a user. When we refer to our “Services”, we mean the features offered to you via our Platform.
- 1.4 We may at any time transfer our rights and obligations in this document to a third party, whether as part of a sale of all or part of our assets or for any other reason. We will try to give registered users reasonable notice of such transfer and we will ensure that such transfer will not prejudice your rights and obligations under these terms.

### 2. WHAT THESE TERMS ARE FOR

- 2.1 This document contains the terms and conditions (“**Terms**”) you have to adhere to when you use our Services. When you access our Website and use our Services, you express your acknowledgement and agreement to these Terms. If you do not wish to comply with our Terms, please leave our Website and do not use our Services.
- 2.2 These Terms always apply when you access our Website, no matter if you access it directly or indirectly and no matter the device or technique you use to access it. You are also responsible to make anyone else who accesses our Website via your connection, device or account aware of these Terms.
- 2.3 From time to time, we may change our Terms without giving you prior notice of such changes. We may notify you of any such variations. Your continued use of our Website and Services is deemed your acceptance of such changed Terms.
- 2.4 Should we fail to enforce any provision of these Terms, it does not mean that we waive our rights under these Terms.
- 2.5 Should any provision of these Terms be held invalid or unenforceable for any reason or to any extent in any jurisdiction, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions, and the application of that provision shall be enforced to the extent permitted by law.

### 3. WHO MAY USE OUR SERVICES

- 3.1 Not everyone is allowed to use our Services. In order to be able to use our Services, you have to be of the legal age of majority in your country of residence required to enter into legally binding agreements. In some countries our Services are prohibited. In other countries, our Services are not fully prohibited, but restricted. You are solely responsible to ensure that our Services are lawful in your country of residence.
- 3.2 You are prohibited from accessing and using any of our Services if you are located, incorporated or otherwise established in, or a citizen or resident of United States of America or any state, country or other jurisdiction that is embargoed by the United States of America, or a jurisdiction where the use of our Services is in any way restricted.
- 3.3 If you access our Website or use our Services, you warrant that you are of the legal age of majority referred to in clause 3.1 and are also otherwise capable of entering into legally valid and binding agreements. You also warrant that you are allowed to use our Services without any restrictions in your country of residence.
- 3.4 If either our Services are not allowed or you do not meet the age requirement in your country of residence, please refrain from using our Services and leave our Website immediately.

### 4. YOUR ACCOUNT

- 4.1 In order to use our Services, you are required to register a user account with us. Once you have registered a user account, you are automatically provided a Live and demo trading account associated with your new user account.
- 4.2 You are not allowed to create more than one user account.
- 4.3 You are allowed to create and maintain multiple trading accounts under the same user account, provided you do not use your accounts in an abusive manner (such as, by way of example, the use of excessive leverage or negative balance abuse). Should we suspect any abuse, we have the right to start an investigation and suspend and/or terminate your account.
- 4.4 You may close and terminate your user account at any time.
- 4.5 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to anyone else. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us.
- 4.6 We may terminate or suspend your account or access to our Platform without notice and

at our sole discretion if you breach any provision of these Terms or any other applicable law or regulation. Examples of situations in which we may do this are:

- 4.6.1 If you use, or if we have reason to believe you use, our Services to perform any illegal activities, such as money laundering, financing terrorism or gambling;
  - 4.6.2 If we suspect you are using multiple users and trading accounts in an abusive manner;
  - 4.6.3 If we receive a request from a court, law enforcement or similar governmental agency authorized to make such request.
- 4.7 If your account is suspended or frozen, you cannot use it for any activities, including trading, making deposits and withdrawals, until further notice.
  - 4.8 Sometimes, a suspension may lead to a permanent closure of your account. We are not obliged to provide you with a reason for such closure. In other cases, we may be able to lift the suspension from your account. In order to enable us to investigate the reason for the suspension, you agree to fully co-operate with us.
  - 4.9 An investigation may result in unwinding of trades entered by you. Terminating your access to our Platform may result in the forfeiture and destruction of all information associated with you stored on our servers.

## **5. VERIFICATION**

- 5.1 In order for us to comply with applicable laws, we will have to verify your identity and residence and in certain cases also your source of funds.
- 5.2 You agree to co-operate with us and to comply with our verification procedures timely.
- 5.3 You warrant that you provide us with true, accurate, up-to-date and legally valid information and documents.
- 5.4 Please note that if you do not provide us with the necessary documents requested from you by us in accordance with our conditions in order to complete the verification procedures, you will not be able to use our Services.

## **6. HOW YOU MAY USE OUR PLATFORM**

- 6.1 We are the maker and exclusive owner of our Platform. In order to enable you to make use of our Services, we offer you a limited right to access and use our Platform. This right is not exclusive to you and is personal, so that you are not allowed to transfer it to anyone else. We can take away (revoke) this right at any time if you do not comply with any of these Terms.
- 6.2 You understand and acknowledge that any use which is not in accordance with these

Terms, is strictly prohibited at all times.

- 6.3 You should not misuse our Platform or help anyone else to do so. For example by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Platform, the servers on which our Platform is stored or any server, computer or database connected to our Platform. You must not attack our Platform via a denial-of-service attack or a distributed denial-of-service attack. You must not test the vulnerability of our Platform or network or breach or otherwise circumvent any security or authentication measures put in place.
- 6.4 By breaching clause 6.3, you would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such breach, your right to use our Platform will cease immediately.

## 7. DISCLAIMERS

- 7.1 We provide our Services on an 'as is' basis, without warranties of any kind, whether express or implied. The use of our Platform is at your own risk.
- 7.2 Although we make reasonable efforts to update the information on our Platform on a regular basis, we make no representations, warranties or guarantees, whether express or implied, that the content on our Platform is always accurate, complete or up-to-date. We do not assume liability for any errors, omissions and inaccuracies in any information displayed on our Platform.
- 7.3 We do not guarantee that our Platform will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our Platform. You should use your own virus protection software.
- 7.4 We may update and change (the features of) our Platform from time to time. For example to reflect changes to our Services, our users' needs or our business priorities. We will try to give registered users timely and reasonable notice of any major changes.
- 7.5 We do not guarantee that our Services, or any content on our Platform, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Services and Platform for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

## 8. LIABILITY

- 8.1 You are solely liable for your use of our Platform. We do not assume liability for any losses or damages arising out of or connected with these Terms or the use of (or inability to use) our Platform. This includes loss of data, loss of profits, loss of business opportunities, loss

of goodwill, damages for personal or bodily injury or emotional distress. It does not matter whether such claims are based on warranties, contract or tort, and whether we are informed of the possibility of such damages before they are incurred.

- 8.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

## 9. INDEMNITY

You agree to indemnify, keep indemnified and hold harmless Evolve Markets Ltd and our officers, directors, employees and agents, from and against any claims, liabilities, damages (direct, indirect and consequential damages), losses and expenses (including reasonable legal fees), arising out of or in connection with (a) your breach of these Terms (b) your improper use of our Platform or connected Services, and (c) your breach of any laws, regulations or third-party rights.

## 10. FINANCIAL RISKS AND WARNINGS

- 10.1 **FINANCIAL TRADING COMES WITH RISKS. CFD IS A HIGH-RISK SPECULATIVE PRODUCT SUITABLE FOR SOPHISTICATED INDIVIDUALS. RISKS INCLUDE MARKET PRICE VOLATILITY, USE OF LEVERAGE, FUNDING CHARGES AND THE HIGH VOLATILITY OF CRYPTOCURRENCIES.**
- 10.2 **YOU ARE TRADING AT YOUR OWN RISK. WE CANNOT BE HELD LIABLE FOR ANY LOSSES AND DAMAGES INCURRED BY YOU BY TRADING VIA OUR PLATFORM. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ASSESSING WHETHER OUR SERVICES ARE SUITABLE FOR YOUR FINANCIAL SITUATION AND TOLERANCE TO RISK. YOU SHOULD NOT USE OUR SERVICES UNLESS YOU ARE PREPARED TO SUSTAIN A TOTAL LOSS OF FUNDS.**
- 10.3 It is important to acquaint yourself with the risks associated with the market of CFD's before you start using our Services. It is your responsibility to make yourself aware of and be prepared to seek professional advice about CFD's. Margined currency and CFD trading is one of the riskiest forms of investment and is only suitable for sophisticated individuals and institutions. Prices in margined currency trading and CFD's are highly volatile.
- 10.4 Further, an account with Evolve Markets permits you to trade foreign currencies on a highly leveraged basis (which may be up to approximately 500 times your account equity. For example, an initial deposit of 1 BTC may enable you to take a maximum position with 500 BTC notional market value. The bitcoins in an account trading at maximum leverage can be completely lost if the position(s) held in the account has a two percent swing in value. Given the possibility of losing an entire investment, speculation in the foreign exchange market should only be conducted with risk capital funds that if lost will not significantly affect your personal or institution's financial wellbeing. If you have pursued only conservative forms of investment in the past, you should study currency trading further before continuing an

investment of this nature. You could lose all funds you deposit as initial margins as well as substantial amounts of capital when trading currencies or CFD's, if the market goes against your investment.

- 10.5 If you wish to continue with your investment, you confirm that the funds you have committed are purely risk capital and loss of your investment will not jeopardize your style of living nor will it detract from your future retirement program. Additionally, you fully understand the nature and risks of currency and CFD investments, and your obligations to others will not be neglected should you suffer investment losses.
- 10.6 We do not provide investment advice and will not advise you on the merits or sustainability of any transaction entered. We will not manage or monitor your transactions. The information we publish on our Website or other venues must not be considered as investment advice and is meant to serve as information only. Do not rely on such information when making investment decisions.
- 10.7 We do not provide you with any tax advice and you should seek such third party advice as you seem fit. It is your sole responsibility to comply with your local tax regulations and other applicable laws.
- 10.8 All leveraged trades use margin. Margin requirements may be set and varied without prior notice. If you run out of margin your positions will get liquidated.
- 10.9 We may require you to limit the number or size of open positions that you may have through us at any time. We may in our sole and absolute discretion partially or in full close out any one or more transactions in order to ensure that such positions limits are maintained.
- 10.10 Should quoting, execution or other errors occur, which may include, but are not limited to failure of hardware, software, communication lines or human error, we will not be liable for the resulting errors in account balances or trading losses. In the event of a quoting or execution error, we reserve the right to make the necessary corrections or adjustments on the affected account. Any dispute arising from such quoting, execution or other errors will be resolved by us in our sole and absolute discretion.

## **11. WARNING SPECIFIC TO CRYPTOCURRENCIES**

- 11.1 Cryptocurrencies are digital assets that may be highly volatile and may lose most or all of their value.
- 11.2 Due to the decentralized peer-to-peer nature of cryptocurrencies, we cannot make any guarantees about any deposit to or withdrawal from our service being successfully processed by the cryptocurrency p2p network.
- 11.3 The deposit address used for deposits to our service might change at any time and we cannot guarantee that funds sent to an outdated address will be credited to your account or will be otherwise recoverable.

- 11.4 The cryptocurrency funds held on our accounts are not insured by a third party against theft or other incidents that would render the funds unavailable.
- 11.5 Any cryptocurrency address that you provide for withdrawal of funds from our service should be made to an address under your full control.

## 12. TRADING CONDITIONS

- 12.1 When using our Services, please respect the following conditions.
- 12.2 We do not permit the practice of quote arbitrage when trading and forbid any form of market manipulation, execution based on errors, omissions or misquotes. Any transactions that rely on price latency or price feed errors, as determined by us, may be subject to intervention which includes the right to void any such transactions.
- 12.3 In certain circumstances it may be possible for your trading activity to cause the account balance to become negative. In such cases negative balance will be reimbursed, given the cause was due to normal trading activity. In case the resulting negative balance is caused by intent of fraud, any kind of abuse or other malicious intent, as determined in our sole and absolute discretion, we may refuse to proceed with reimbursement and reserve the right to settle the negative balance by using funds available on your other trading accounts.

## 13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 We own all intellectual property rights in and attached to our Website and our Platform or, if anyone else owns those rights, we have obtained a licence to use them. This includes, but is not limited to, copyright in and attached to the texts, graphics, designs, logos, photos, videos, graphic user interface, databases and software made available by us to you. Together, we refer to these as “**Works**”. All Works are protected by copyright laws and treaties around the world. All such rights are reserved by us. We also assert our right to be identified as the author of all Works.
- 13.2 Our trade names, service marks and logos are registered trademarks. You are not permitted to use them without our prior written approval.
- 13.3 You may also find other trademarks on our Website or Platform, not owned by us. They are the property of their respective owners, who may or may not be affiliated with or connected to us. Such trademarks are used for identification purposes only.
- 13.4 You must not use, copy, modify, distribute, transfer, publicly display, publicly perform, broadcast or in any other way exploit our Website or Platform or any Works published on it.
- 13.5 Any collection, aggregation, copying, scraping, duplication, display or any derivative use of our Website or Platform as well as the use of data mining, robots, spiders or similar data

gathering and extraction tools without our prior written permission is expressly prohibited. Nothing in these Terms gives you a right or license to do so, unless as expressly stated in these Terms.

- 13.6 We do provide for a limited exception from the foregoing exclusion of clause 13.5 to general purpose internet search engines that use tools to gather information for the sole purpose of displaying hyperlinks to our Website or Platform, provided they do so from a stable IP address or range of IP addresses using an easily identifiable agent.
- 13.7 Our status and that of any identified contributors as the owners of Works on our Website and Platform must always be acknowledged. Any indications of ownership must not be removed or otherwise obscured.

#### **14. HYPERLINKS**

- 14.1 Our Website contains hyperlinks to other websites and resources provided by third parties. Such links are provided for information purposes only and should not be interpreted as our endorsement or approval of those linked Websites or the Services or information you may obtain from them. We have no control over the contents of third-party sites or resources and we do not assume any liability for such content, nor for the proper functioning of the links or those Websites.
- 14.2 You may link to our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take unfair advantage of it.
- 14.3 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 14.4 You must not establish a link to our Website in any website that is not owned by you.
- 14.5 Our Website must not be framed on any other website.
- 14.6 If you wish to link to or make any use of content on our Website other than that set out above, please contact us in order to obtain our consent.

#### **15. WHICH LAW APPLIES TO THESE TERMS**

- 15.1 These Terms and any disputes arising out of or in connection with them are construed in accordance with and governed by the laws of St. Vincent & the Grenadines.
- 15.2 You submit to the non-exclusive jurisdiction of the courts of St. Vincent & the Grenadines. Nothing in this clause prevents us from bringing proceedings in any other jurisdiction.