



# MY ACCOUNT TERMS AND CONDITIONS

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## My Account Terms and Conditions

*These Terms and Conditions shall apply exclusively to the activity of the Company's Customer who has completed the registration on the official Company website, and establish the procedure, terms and conditions for using the products and services provided by the Company by means of "My Account". These Terms and Conditions supplement the Customer Agreement.*

*The right to interpret the provisions of these Terms and Conditions as well as the right to change the interpretations belongs exclusively to the Company. Any other interpretation of the Terms and Conditions given by the Customer or non-compliance with these terms, conditions and procedure shall be unacceptable.*

*The Company provides its registered Customers with access to the Company's services and products by means of technical and interface facilities of "My Account". "My Account" provides personal space to the Customer to perform his/her activity, and enables the Company to identify the Customer, and provide a list of all available services and products. The Customer's registration is a compulsory condition to gain access to "My Account" and involves the provision of the minimum information required for his/her identification.*

## INTRODUCTION

*UBK Markets Ltd (hereinafter referred to as the "Company") is an investment firm that operates as a broker globally, where investment and ancillary services can be provided.*

*UBK Markets Ltd is incorporated in the Republic of Cyprus with Registration Number HE 293861. The Company is authorized and regulated by the Cyprus Securities and Exchange Commission (CySEC), with license No. 186/12. The Company's office is located at Kyriakides Business Center, 2d floor, Leoforos Spyrou Kyprianou, 67, 4003, Limassol, Cyprus.*

The Company is operating under Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on Markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (the "Markets in Financial Instruments Directive (2014/65/EU)" or "MiFID II") and amending Directive 2002/92/EC and Directive 2011/61/EU, as last amended by Directive (EU) 2016/1034 of the European Parliament and of the Council, of 23 June 2016 and under Regulation (EU) No 600/2014 of the European Parliament and the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 (the "MiFIR") which was implemented in Cyprus by the Investment Services and Activities and Regulated Markets Law of 2017 (Law 87(I)/2017), which provide for the provision of Investment Services, the exercise of Investment Activities, the operation of Regulated Markets and other related matters (the "Investment Services and Activities and Regulated Markets Law"), as the same may be modified and amended from time to time.

## 1. TERMS AND DEFINITIONS

**1.1. Company** means the party to the Customer Agreement that provides services to the Customer.

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## My Account Terms and Conditions

**1.2. Customer** means the party to the Customer Agreement, an individual or a legal entity who/which uses the services provided by the Company.

**1.3. My Account** means technological and interface solutions offered by the Company on the official Company website to enable the Customer to take full advantage of his or her rights and obligations under the Customer Agreement. “My Account” enables the Company to identify the Customer, and the Customer to use all Company’s products and services available in “My Account”.

**1.4. User** means either an individual or a legal entity that visits the official Company website and uses the opportunities available to him/her including the one to perform a specific function — to complete the Quick Registration.

**1.5. Quick Registration (the first step of the Customer registration)** means the process when the User provides minimum information about himself/herself sufficient for his/her identification and authorization on the official Company website. On completing the Quick Registration, the User of the website automatically receives the status of the Company’s Customer and an opportunity to gain access to “My Account”, and consequently, receives his/her personal Account.

**1.6. Advanced Registration (the second step of the Customer registration)** means the process when the Customer provides the extended information about himself/herself according to his/her passport details and additional information in the relevant section of “My Account”.

**1.7. Full Registration (the third step of the Customer registration)** means the process when the Company confirms (verifies) the Customer's identity by using electronic, and if it is necessary, certified paper copies of documents provided by the Customer that confirm his/her identity and residential address.

**1.8. Master Account** means the account that the Company provides to the Customer, and which has its own identification number. The Customer’s funds deposited in the Master Account may be used through “My Account” interface facilities to pay for various services offered by the Company, including depositing funds into the Customer’s trading account.

**1.9. iPA-Manager Account** means a trading account that does not have margin requirements and does not involve real funds in any form. Profit on trading operations is calculated in pips in this account.

**1.10. iPA-Investor Account** means a trading account which the Customer may open using interface facilities of “My Account” in order to execute trades with instruments on the financial market by copying trading signals of iPA-Managers.

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## My Account Terms and Conditions

**1.11. Account** means a set of Customer's details required for his/her authentication, authorization and gaining access to the list of Company's services and products determined by the appropriate Account Level.

**1.12. Account Level** is assigned to the Customer Account upon his/her successful completion of each step of the registration. According to the steps of the Customer registration, the following three Account Levels are set:

- Quick Registration;
- Advanced Registration;
- Full Registration.

**1.13. Internal Transfer** means the service provided by the Company, which allows Customers to transfer funds between their Master Accounts.

**1.14. Live Account** means a trading account, which the Customer may open through "My Account" functionality to execute trades in this account by means of iPro Marketplace trading and analytical platform in order to obtain real profit.

**1.15. Demo Account** means a practice account to execute trades without using real funds by means of iPro Marketplace trading an analytical platform.

**1.16. Access Identifiers** mean a login and password specified by the Customer or assigned to him/her by the system during the registration process, and which the Customer uses to log in to "My Account".

**1.17. Verification** means the process of establishing the compliance of the Customer's identity with the passport details he/she provided to the Company.

## 2. GENERAL PROVISIONS

**2.1.** These Terms and Conditions establish the procedure, terms and conditions for the Company to provide and for the Customer to use products and services through "My Account" on the official Company website.

**2.2.** The Company provides its Customers with communication tools regarding legal, technical and information issues through "My Account" functionality.

**2.3.** The Level of the Customer Account determines the list of available products and services offered by the Company and is established upon successful completion of each step of the registration:

- Quick Registration is automatically assigned to the Customer upon completing the first step of the registration;

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## My Account Terms and Conditions

- Advanced Registration is automatically assigned to the Customer upon completing the second step of the registration;
- Full Registration is assigned upon the successful Verification of the Customer, which is based on provided scanned copies/photocopies of the documents confirming his/her identity, i.e. after completing the third step of the registration. In order to start trading, the Customer must pass the appropriateness test and complete the full registration.

**2.4.** The successful completion of the first step of the registration by the Customer (the Quick Registration) and, consequently, the assignment of the appropriate level to his/her Account implies that the Customer has accepted these Terms and Conditions and other legal documents in full on the Company's website: <https://www.ubkmarketsethlink.on.fleek.co/en/about-regulation-documents>.

**2.5.** The mobile phone number or email as well as the password specified by the Customer while completing the Quick Registration are determined by the system as the Access Identifiers to "My Account" — the login and password, consequently. The Customer has no right to pass his/her login and password to third parties, and is fully responsible for their security. The Company identifies the Customer by sending the details to the email and mobile phone number specified by the Customer.

**2.6.** The Company shall not register two or more "My Accounts" for the same Customer. In case of coincidence of passport details, phone number or email address provided by the Customer during any step of the registration and the appropriate data that have been already assigned to another registered Customer, the Company refuses to register such "My Account". The Company is entitled to block unilaterally the Customer Account, and consequently, the access to "My Account".

### 3. QUICK REGISTRATION

**3.1.** The Quick Registration of "My Account" (the first step) is completed when the User fills in the parameters of a special form on the official Company website. Upon successful completion of the first step of the User's registration, the Customer Account is created automatically and the Quick Registration Level is assigned to it. The system automatically establishes Email and the phone number as a login for the created Customer Account.

**3.2.** The Quick Registration Level allows the Customer to use a limited set of products and services established by the Company for this Account Level, namely to:

- open trading accounts — Live and Demo;
- execute trades in Demo Accounts;
- obtain the iPA-Manager status and execute trades in the iPA-Manager Account;

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My Account Terms and Conditions

- fill in a special registration form in “My Account” to proceed with the Advanced Registration.

**3.3.** The Customer with the Quick Registration Level assigned may use funds only under Clause 3.2. hereof. Trading in Live Accounts (including the iPA-Investor Account) is not available.

#### 4. ADVANCED REGISTRATION

**4.1.** The Advanced Registration (the second step) involves filling in a special registration form by the Customer in “My Account” (the Customer is obliged to provide true and accurate data).

**4.2.** The Advanced Registration Level is automatically assigned to the Customer Account after the Customer has filled in a special registration form in “My Account” and provided additional information about himself/herself in the appropriate parameters of the registration form.

**4.3.** The Company reserves the right, at its sole discretion, to cancel the assignment of the Advanced Registration Level to the Customer Account by requiring the Customer to fill in the parameters of the registration form with true information and to provide additional documents for Verification. Thus, the Company undertakes to inform the Customer of the necessity to take further actions in order to assign the Advanced Registration Level to his/her Account through “My Account” functionality.

**4.4.** The Advanced Registration Level of the Customer Account in addition to the services and products established in Clause 3.2. hereof (for the Customer with the Quick Registration Level assigned) allows the Customer to:

- upload photocopies/scanned copies that confirm the Customer’s identity in order to proceed with the Full Registration.

**4.5.** The Company reserves the right to impose a restriction on the deposit amount of the Live Account, the iPA-Investor Account, as well as to change this restriction. If the Customer needs to add funds to the Live Account and the iPA-Investor Account exceeding the restriction, the Customer Account should have the Full Registration Level. The Company shall not undertake any obligations to inform the Customer of any changes in the restriction established on the deposit amount in the Live and iPA-Investor Accounts.

#### 5. FULL REGISTRATION

**5.1.** The Full Registration (the third step) is available to the Customer only after the Advanced Registration Level has been assigned to his/her Account, i.e. after the second step of the registration has been successfully completed, and assumes that the Customer shall take the following actions by means of “My Account” interface facilities:

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My Account Terms and Conditions

- send scanned copies of the documents confirming the Customer's identity to the Company (readable color scanned copies or photocopies of all pages of the valid national or international passport containing the Customer's photo and issuing authority details);
- send scanned copies of the documents confirming the Customer's place of residence to the Company (readable color scanned copies or photocopies of a utility bill or a phone bill not older than 3 months, or any other documents verifying the Customer's name, surname and his/her full residential address).

**5.2.** The Company reserves the right to require additionally the certified paper documents that confirm the Customer's identity (all the documents or some of them).

**5.3.** The Company establishes the following requirements for electronic copies of documents that confirm the Customer's identity and place of residence:

- Electronic copies must only be color, of high quality (maximum image sharpness, without darkening, black stripes or other defects related to the functioning of scanning/photo devices) and have correct orientation (horizontal as well as the vertical one).
- Electronic copies of documents shall be only accepted in allowable formats: JPG, JPEG, PDF, PNG.
- The size of each file containing an electronic copy of the document must not exceed 3 MB.
- A file containing the electronic copy of the document must not be damaged.
- You cannot combine different types of documents in one file, for example, a passport copy and a utility bill copy should be sent as separate files. If you need to upload several documents, upload them separately.

**5.4.** Within 24 hours (excluding weekends and public holidays) from the time the Company receives photocopies/scanned copies of the documents confirming the Customer's identity, the Company shall decide to assign the Full Registration Level to the Customer Account, or notifies the Customer that additional steps should be taken to confirm his/her identity through "My Account" functionality.

**5.5.** The Company may, at its sole discretion, request from the Customer to fill in additional forms and to provide additional documents to the Company for its final approval to assign the Full Registration Level to the Customer Account, including among others, Risk Disclosure Notification.

**5.6.** The Company reserves the right to take additional steps to verify the Customer's identity by calling the mobile phone number specified by the Customer, sending a message to the



## My Account Terms and Conditions

Customer's email, video calling the Customer, or requesting a meeting in person with the Customer in one of the Company's representative offices.

**5.7.** The Company uses details and scanned copies of the documents provided by the Customer during the Full Registration process (the third step) to identify the Customer. Fraudulent details submitted by the Customer are subject to blocking "My Account" functionality, either in part or in whole.

**5.8.** Assigning the Full Registration Level to the Customer Account allows the Customer to use the full list of products and services provided by the Company. Thus, the Full Registration Level of the Customer Account in addition to services and products, the use of which is described in Clause 3.2. and 4.4. hereof, (for the Customers with the Quick Registration and Advanced Registration Levels) allows them in full to manage funds in the Master Account within the limits determined by the Customer Agreement, including the funds withdrawal from the Master Account in "My Account"; and use the Internal Funds Transfer Service.

## 6. SECURITY PROVISIONS

**6.1.** By accepting these Terms and Conditions the Customer shall:

- agree to keep confidential and not disclose the Access Identifiers to "My Account" (login and password) to third parties;
- undertake the risk of potential financial losses caused by the third party access to his/her "My Account";
- undertake not to save the Access Identifiers to "My Account" when using a device, which does not belong to the Customer or to which unauthorized access by third parties is possible;
- undertake all possible measures to prevent introduction of malicious software, which may be used by third parties in order to gain the Access Identifiers to "My Account";
- immediately notify the Company in any convenient way when detecting any signs of unauthorized access to "My Account".

**6.2.** The Company shall not under any circumstances request the Customer to disclose his/her password to his/her "My Account".

**6.3.** The Company reserves the right to consider any actions taken in "My Account" by the Customer as his/her personal actions. The Company does not undertake any responsibility for consequences of actions in "My Account", the access to which has been made by third parties using malicious software, or any other way to obtain the Access Identifiers to the Customer's "My Account".

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## 7. RESTORING ACCESS

**7.1.** The Company provides an opportunity for its Customers to restore the lost Access Identifiers to “My Account” using the functionality provided on the official Company website:

- recover a password;
- restore full access (login and password).

**7.2.** When recovering his/her password, the Customer should specify his/her mobile phone number, which at the moment of password recovery is the Access Identifier to “My Account” — the login. An SMS with a temporary password to access “My Account” will be sent to the specified mobile phone number. A temporary password is only valid for a limited period of time — 24 hours. Within 24 hours since a temporary password has been generated and sent, the Customer must change it to a new permanent password using “My Account” functionality.

**7.3.** Restoring full access is defined by the Company as the process when the Customer submits a corresponding request form and the Company verifies it. The Company verifies the Customer’s request within 24 hours from the moment he/she has submitted the request (excluding weekends and public holidays).

**7.4.** Submitting a request to restore full access is the process when the Customer fills in a form established by the Company and provides electronic copies confirming his/her identity. The Company requirements to the list of documents confirming the Customer’s identity and their electronic copies are fully defined in Clauses 5.1. and 5.2. hereof.

**7.5.** The Verification process of the request form to restore access implies the necessity to specify information on the status of the Customer’s Master Account, his/her trading accounts and additional information required to identify the sender of the request form as the registered Company’s Customer. To verify the details provided, a specialist of the verification department shall call the Customer’s mobile phone he/she specified, including video calling.

**7.6.** The Company may, at its sole discretion, request from the Customer to fill in special forms, as well as require an online video conference with the Customer, as well as to send additional information for the Company’s final approval to restore access to “My Account”.

**7.7.** If the information provided by the Customer in the request form to restore access, and to the verification specialist directly, corresponds to the details available to the Company, then:

- the mobile phone number and email specified in the request form to restore access and approved by the Company automatically become the Access Identifiers (login) to the Customer’s “My Account”.
- a new temporary password will be sent to the email specified in the request form. The period of temporary password is limited — 24 hours. Within 24 hours after generating and

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## My Account Terms and Conditions

sending the temporary password, the Customer must change it to the permanent one using “My Account” functionality.

### 8. ADDITIONAL PROVISIONS

**8.1.** The Company informs that the Customer may not register “My Account” on behalf or instead of another person and reregister “My Account” in the name of another Customer. Upon detecting such facts, the Company reserves the right to block unilaterally the Customer Account and, consequently, access to “My Account”.

**8.2.** The Customer agrees to the fact that in case he/she has not authorized in “My Account” during 270 calendar days in a row, the Company shall be entitled to charge a fixed fee, which is expressed as a percentage of the total amount of funds available in the Master Account, for servicing the Customer’s Master Account in order to compensate the respective costs for maintaining its continuous operation.

**8.3.** The Customer shall be responsible for any actions taken in his/her “My Account” as well as in the Master Account, Live Accounts, iPA-Manager Accounts and iPA-Investor Accounts.

**8.4.** The Company informs its Customers that it will not register underage Users. Upon detecting such a fact, the Company is entitled to block unilaterally the Customer Account, and consequently, access of this Customer to “My Account”.

**8.5.** By accepting these Terms and Conditions, the Customer agrees and acknowledges that the Company does not refund the commission, which payment systems charge for the transfer of the Customer’s funds to the Company’s account when crediting funds to the Master Account in “My Account”. The Company does not charge a commission for funds depositing into the Master Account in “My Account”. The information on the commission size for funds transfer to the Master Account is provided for each way of deposit in the relevant sections of “My Account”.

**8.6.** The Customer undertakes to provide only relevant information when completing all steps of the registration and, in case of change in personal details, is obliged to immediately provide relevant personal details to the Company.

**8.7.** By completing the first step of the registration (the Quick Registration) and acquiring the status of the Company’s Customer, the Customer gives his/her full consent to receive newsletters of promotional and informative content from the Company to the email address specified by the Customer during registration, or any other notifications for mobile devices (SMS, Push notifications, etc.). In case the Customer refuses to receive newsletters and notifications, he/she can send a corresponding message through “My Account” functionality.

**8.8.** The Customer agrees to the processing of his/her personal details, which he/she specified in the fields of registration forms when completing each step of the registration. The Company processes the Customer’s personal details in order to:

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My Account Terms and Conditions

- identify the Customer and provide access to “My Account”, products and services offered by the Company to registered Customers;
- verify, carry out statistical processing and data analysis that allows the Company to maintain and improve the services and products provided as well as to develop the new ones.

**8.9.** The Company informs the Customer that it takes all necessary measures to protect the Customer’s details from unauthorized access by third parties.

**8.10.** The Customer’s attempt to change his/her mobile phone or email in “My Account” to the mobile phone or email already assigned to another Customer is blocked by “My Account” functionality.

**8.11.** The Company informs the Customer that he/she has no right to use software and perform actions aimed at disrupting functioning of the Company official website as well as to use automated scripts (programs, bots, etc.) without the Company’s permission.

**8.12.** The Company shall amend or supplement unilaterally these Terms and Conditions. Thus, the Company undertakes to inform the Customer of any changes to these Terms and Conditions by publishing news on the official Company website or in any other way (through «My Account” functionality).