

# Terms of Use

## 1. The DcFxbroker Trading Service description and risks

With the DcFxbroker Trading Service, clients of Different Choice FBC Inc can independently make real-time currency trades on the Forex market by using software specifically created for currency exchanges and which DcFxbroker Trading makes freely available to its clients as part of the service provided.

With the DcFxbroker Trading Service, the client performs currency trades through Different Choice FBC Inc using the balance of their own client account; the trading activities of the client are therefore executed against a collateral security. The balance of the secured client account consists of the client's provided capital and the current floating profit or loss of the client's outstanding market positions. With the DcFxbroker Trading Service, the client can open a position in which the size of the realized trade exceeds their current client account balance, causing the client to avail of a so-called "leverage" facility which allows a large profit or loss in relation to the opened position to be bound to collateral. Different Choice FBC Inc is the counterparty of clients' Forex transactions. The available collateral of the DcFxbroker Trading Service's client changes thus, if the open position develops positively in regard to the client, their available collateral increases. Similarly, if the opened position develops negatively in regard to the client, their available collateral decreases and there is the risk of losing the whole collateral. If the value of the available collateral of the client falls below the collateral requirements of their open positions, or the then-current valid minimum collateral requirements, all of their open positions are automatically closed at the current market price.

Currency transactions, as with other investments, are always high risk ventures that the client should understand before making the decision to start exchange trading, which is not suitable for all investors. The client should always carefully consider their investment objectives, their level of experience and risk tolerance and understand that in the pursuit of high returns, there are always high risks as high leverage can work both for and against the client depending on market developments. More specific information about risks is defined in Risk Disclosure Statement.

With the DcFxbroker Trading Service, the service provider does not provide buying or selling recommendations and neither do the services provide general information or other such information intended to guide the investment process of the client so the client must form their own view of the market or use the investment advice of specialists, taking into account that investment operations always come with high risk such as the loss of all invested capital. Client

acknowledges and agrees that any market recommendations and information communicated to Client by DcFxbroker, its employees or any Third Party do not constitute an offer to sell or the solicitation of an offer to buy any Foreign Currency. DcFxbroker makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to Client.

## **2. Terms of agreement and creating of an agreement**

The website (<http://www.dcfxbroker.com/>) of Different Choice FBC Inc (Business ID: 107288, Mont Fleuri, Mahe, Seychelles hereinafter known as "DcFxbroker") or other DcFxbroker managed websites and/or other free or paid services represent the e-services described within DcFxbroker's aforementioned service description (hereinafter known as "Services"), the use of which (including access to / browsing of the site, the downloading of software or other material from the pages and its use as well as the utilization of other materials provided by DcFxbroker) are subject to the general terms and conditions (hereinafter referred to as "Terms Of Use") of DcFxbroker.

Client warrants to DcFxbroker that:

a) Client is of sound mind, legal age and legal competence. b) Client (if not a natural person) is duly organized and validly existing under the applicable laws of the jurisdiction of its organization. c) If the Client is a company, the person who has completed the Customer Account Application on the Client's behalf is duly authorized to do so; and d) The information provided by the Client to DcFxbroker in the application to open a personal/corporate trading account and at any time thereafter is true, accurate and complete.

After the Client is accepted as a Service user ("User"), the Client is able to utilize the Services according to the valid Terms of Use. DcFxbroker shall have the right, in its sole discretion, to reject to do business with any client. In addition, DcFxbroker may, in its sole discretion, terminate any client's trading account without prior notice. DcFxbroker has the right to exercise control over the activities of the client regarding the use of DcFxbroker's services.

DcFxbroker holds the right to examine the credit information of the user during registration for the Services. DcFxbroker has the right to prevent the user from using the Services if, during the clarification of the credit records, payment defaults are identified or other valid reasons become justified. Client confirms that he/she has read and understood the existing Terms of use, Privacy Policy and Risk Disclosure Statement. The Client is personally responsible to ensure that the agreement material is the latest updated.

Terms of Use, together with the full Customer Account Application, Risk Disclosure Statement, Privacy Policy and all applicable written Addenda thereto, embodies the entire agreement of the parties ("Operative Agreements"), superseding any and all prior written and oral agreements. By registering as a user and using the Services, the user agrees to comply with the then valid Operative Agreements. DcFxbroker may, from time to time, make changes to the Terms Of Use so the user should regularly acquaint themselves with these conditions. If you do not accept these terms, we encourage you not to use these Services.

If any term of the Operative Agreements (or any part of any term) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable, but the enforceability of the remainder of Operative Agreements shall not be affected.

### **3. Responsibility for the content of the Services**

DcFxbroker is responsible for the legality of the content and that it is provided in accordance with good practice, in addition to requirements related to copyrights and other intellectual property rights. The general information, guidance or advice provided by the Services are not intended to be a legal, commercial, or similarly DcFxbroker-binding source of information, guidance or advice, and should not be relied upon by the user. On this basis, demands cannot be presented to DcFxbroker. DcFxbroker accepts no responsibility for any damages caused to the user through the use of incorrect, incomplete or ambiguous data.

DcFxbroker is responsible for the services and their accuracy, quality and the functioning of related data in accordance with the applied mandatory legislation.

### **4. Functionality of the Services and changes in the Services**

DcFxbroker's Services operate, principally, between 12.00 a.m. on Monday and 11.59 p.m. on Friday (SCT, GMT +4), unless, for a single service, a different usage has been notified. Deposits and withdrawals are processed only during office hours - from 8.00 a.m. to 4.00 p.m. Monday to Friday (SCT, GMT +4). There may be some changes due to holidays or Daylight Saving Time (GMT +5). DcFxbroker will do their best to ensure that the Services are continually available to the User and without disruption. DcFxbroker cannot, however, warrant that the Service will be uninterrupted, timely or immune from error. Further, DcFxbroker is not responsible for interruptions caused by technical failures, maintenance or installation work to the Services or any changes or loss to the content of the Services or other third party problems, failures or interruptions to the data transfer unless otherwise compelled by legislation or the Terms Of Use.

DcFxbroker holds the right to suspend the Services, or parts of, due to changes or reformation of the service offers or due to any connected technical reasons or for reasons of repairing, installation or maintenance work of the data communication network or for any other such reason required by legislation and authorities. DcFxbroker will attempt to limit the duration of these interruptions to the minimum possible. Wherever possible, notice of planned interruptions will be provided.

## **5. No guarantees**

THE SERVICES OF DIFFERENT CHOICE FBC INC ARE PROVIDED "AS IS" AND DCFXBROKER DISCLAIMS ANY EXPRESS OR IMPLIED GUARANTEES. ALL UTILISATION OF THE SERVICES TAKES PLACE AT THE SOLE RISK OF THE USER. THE USER IS SOLELY RESPONSIBLE FOR DAMAGES ARISING FROM THE INFORMATION SYSTEM OR LOSS OF DATA RESULTING FROM DOWNLOADING THE CONTENT (INCLUDING VIRUSES AND MALWARE) OF THE SERVICE. NO ADVICE OR INFORMATION, WRITTEN OR VERBAL, WHICH THE USER MAY RECEIVE FROM DCFXBROKER OR THROUGH THE SERVICE SHALL CREATE ANY LEGALLY BINDING COUNSEL OR GUARANTEE UNLESS OTHERWISE EXPRESSLY STATED IN THESE TERMS OF USE.

DCFXBROKER DOES NOT GUARANTEE THAT:

a) THE SERVICES OR THE MATERIAL RECEIVED THROUGH THE SERVICES CORRESPONDS TO THE USER'S EXPECTATIONS, b) THE SERVICES ARE AVAILABLE UNINTERRUPTED OR TIMELY, RELIABLY OR FLAWLESSLY, OR c) THE ACCURACY AND QUALITY OF THE INFORMATION WHICH THE USER HAS RECEIVED THROUGH THE SERVICES, IS ERROR-FREE, OR OTHERWISE MEETS THE EXPECTATIONS OF THE USER.

NOTHING IN THIS AGREEMENT SHALL LIMIT THE STATUTORY RIGHTS OF THE CONSUMER.

## **6. Limitation of the liability**

DCFXBROKER (INCLUDING ITS POSSIBLE SERVICE PROVIDERS) IS NOT RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DELAYS, DAMAGES CAUSED BY UNUSED SERVICE POSSIBILITIES, LOSS OF INCOME, GOODWILL, USER RIGHTS, OR DATA OR OTHER ECONOMICAL LOSSES, RESULTING FROM:

a) USE OF THE SERVICES OR BECAUSE THESE COULD NOT BE USED; b) COSTS ARISING FROM ACQUIRING A SUBSTITUTE SERVICE; c) DATA OR INFORMATION RECEIVED THROUGH THE SERVICES OR A MESSAGE WHICH HAS BEEN RECEIVED THROUGH THE SERVICES; d) UNLAWFUL DATA TRANSMISSIONS OR UNLAWFUL ALTERATIONS TO THESE, OR e) OTHER CONDITIONS CONNECTED TO THE SERVICES.

FURTHER, DCFXBROKER WILL NOT BE LIABLE FOR ANY LOSS OR EXPENSE INCURRED BY THE CLIENT IN CONNECTION WITH, OR DIRECTLY OR INDIRECTLY ARISING FROM ANY FAILURE BY THE COMPANY TO

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PERFORM ANY OF ITS OBLIGATIONS AS A RESULT OF A CAUSE BEYOND ITS CONTROL; OR THE ACTS, OMISSIONS OR NEGLIGENCE OF ANY THIRD PARTY.

## **7. Service rates and the payment of taxes**

The Services provided by DcFxbroker may be provided free of charge or for a fee. For each individual service, a report is made in so far as it is a question of a paid service. The use of a paid service requires the payment of its connected indicated price and other charges. A payment service may include a connection fee and determined by its use, a time bound, or otherwise determined payment plus additional individual charges connected to the service.

The valid prices and pricing basis are shown on the relevant web page of each specific service. Awareness of the valid prices is on the responsibility of the client.

The client is personally responsible for all officially required declarations and the payment of all applicable taxes which are resultant from trade using the Services provided by DcFxbroker. If the client has any doubts regarding tax status DcFxbroker recommends seeking consulting advice.

## **8. User liability**

The user must provide DcFxbroker with the required personal information and other information required for using the Services. The user is responsible for the accuracy of the reported information and is obligated to inform DcFxbroker of any changes made to the information provided. The contact information supplied by the user is also used to identify the user at certain times i.e. when a password is changed or client requests a withdrawal. The user is responsible for any errors or

delays resulting from the fact that information provided by the user is incomplete or outdated.

In so far as the Services require user-specific identification and passwords, the user is responsible for the retention of the identification and password details and to ensure that these do not become known to a third party. The identification and password details are used to identify the correct user and, due to this, the user is responsible for all business operations and other functions which are performed through the Service with the relevant identification and password. DcFxbroker shall not be responsible for any losses or damages caused by unauthorized access or theft. If the user notices and / or suspects that their identification and password are being used without permission by a third party, the user must immediately notify DcFxbroker. Additionally, the user must change their password on a regular basis to improve account security.

The user is obligated to reimburse DcFxbroker for damages caused by use of Services which are either unlawful or contrary to these Terms Of Use.

## **9. Joint accounts**

If trading account is held by more than one person, all of the joint holders are jointly and severally liable to DcFxbroker for any and all obligations arising out of Forex transactions in the account and each agree to be bound by all the terms and conditions of the Operative Agreements. In addition, each person named on the trading account has authority:

a) to trade for the account, b) to receive all correspondence and documents in respect to the account, c) to execute agreements relating to the account, d) to receive or withdraw money from the account in a manner specified below, and e) to deal with DcFxbroker fully.

Each holder has a right to withdraw the amount he/she has provided to the account adjusted with the current floating profit. In addition each holder has a right to withdraw total profit from the joint account. However, withdrawal request cannot exceed the equity of the trading account.

If a death occurs to one or more of the holders, DcFxbroker shall be notified in writing and shown proof of a death certificate.

## **10. Money transfer**

DcFxbroker will deal with all cash, securities and other property of a client as required by applicable law. DcFxbroker will have no responsibility with respect to

cash, securities or other property of a client held by any third party or otherwise not within DcFxbroker's care, custody or control. Clients' money shall not be used to cover DcFxbroker's running expenses. They are only used partly as collateral which allows DcFxbroker to carry out its business.

All current account funding methods are represented on DcFxbroker's website. DcFxbroker does not accept any cash or cash equivalents such as money orders or checks. The client is responsible for any fees associated with the transfer of funds. Funds can only be transferred from client's own bank account. DcFxbroker does not accept third party deposits, i.e. deposits from a family member's account or a company account (if the client is a natural person) are not accepted. DcFxbroker shall not be obliged to pay interest to the Client on any funds which DcFxbroker holds.

DcFxbroker is entitled, without prior notice to the Client, to make any currency conversions which it considers necessary or desirable for the purposes of complying with its obligations or exercising its rights under the Operative Agreements or any Transaction. Any such conversion shall be effected by DcFxbroker in such manner and at such rates as DcFxbroker may in its discretion determine. If not otherwise agreed, all payments shall be made in the currency of the trading account.

All clients' withdrawal requests have to be made by either e-mail to [info@dcfxbroker.com](mailto:info@dcfxbroker.com) or by internet access. Request must come from the same e-mail address as provided to DcFxbroker during the account opening process. Current and more specific information about withdrawals are defined on DcFxbroker's website.

Funds can only be transferred to the bank account provided to DcFxbroker during the account opening process, or another bank account that the client has an ownership. If the client wants to transfer funds to another bank account, DcFxbroker requests client to send a bank document that verifies the ownership of this bank account. However, DcFxbroker does not transfer funds from client's private trading account (Private client) to a company's bank account or from a corporate trading account (Corporate client) to a private bank account.

DcFxbroker can only transfer funds between client's private trading accounts (Private client) or corporate trading accounts (Corporate client). DcFxbroker does not transfer funds between a private trading account and a corporate trading account even though the owner of the private account is also the owner of the company in question.

DcFxbroker has the right to take necessary steps to investigate and prevent money laundering and the financing of terrorism in compliance with (503/2008) laws.

### **11. Margin requirements**

The Client shall provide and maintain the Margin in such limits as DcFxbroker, at its sole discretion, may require from time to time under the Operative Agreements. It is the Client's responsibility to ensure that the Client understands how a margin is calculated. Client agrees to maintain sufficient margin in Client's account without notice from DcFxbroker. DcFxbroker is entitled to close the Client's Open Positions without the consent of the Client or any prior written notice if the Equity is less than DcFxbroker's valid margin requirements. DcFxbroker is not responsible for any realized losses arising there from.

### **12. Clients who are introduced to DcFxbroker by an Introducing Broker or Third Party Advisor**

If an Introducing Broker or Third Party Advisor introduces the Client to DcFxbroker, the Client understands that DcFxbroker may pay fees, commissions or other compensation to such person or entity for the introduction. Client acknowledges and agrees that as an Introducing Broker or Third Party Advisor to DcFxbroker, the Introducing Broker or Third Party Advisor does not hold or collect any margined funds on behalf of DcFxbroker or for the Client's Account. DcFxbroker does not control and cannot endorse or vouch for the accuracy of any information or advice Client may have or will receive from the Introducing Broker or Third Party Advisor and Client agrees that such Introducing Broker or Third Party Advisor does not in any form or manner represent or act for or on behalf of DcFxbroker. The Introducing Broker or Third Party Advisor will not have trade authorization privileges unless granted in writing by the Client. The Client under all circumstances understands and agrees that the Introducing Broker and/or Third Party Advisor is the Client's agent and not the agent of DcFxbroker.

**DcFxbroker is a wholly separate and independent entity from any Introducing Broker with which it has a business relationship. The Introducing Broker Agreement between DcFxbroker and Introducing Broker does not establish a joint venture or partnership and any such Introducing Broker is not an agent or employee of DcFxbroker.**

All rights of DcFxbroker under these Terms of Use shall also be extended to any Introducing Broker or other person who refers or introduces Client to DcFxbroker.

### **13. Liquidation of accounts and payment of deficit balances**



In the event of:

- a) the death or judicial declaration of incompetence of Client,
- b) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Client,
- c) the filing of an attachment against any of Client's accounts carried by DcFxbroker, or
- d) any other circumstances or development that DcFxbroker deems appropriate for its protection, then, in DcFxbroker's sole discretion, it may take one or more of the following actions:
  - i. satisfy any obligation Client may have to DcFxbroker, either directly or by way of guaranty of surety, out of any of Client's funds in its custody or control;
  - ii. sell or purchase any or all Foreign Currency held or carried for Client, and
  - iii. cancel any or all outstanding Orders or Contracts, or any other commitments made on behalf of Client.

Any of the above actions may be taken without prior notice of sale or purchase or other notice to Client, Client's personal representatives, heirs, executors, administrators, trustees, legatees, or assigns, any regardless of whether the ownership interest shall be solely that of the Client or be held jointly with others. Client shall at all times be liable for the payment of any deficit balance in Client's account upon demand by DcFxbroker and, in all cases, Client shall be liable for any deficiency remaining in Client's Account in the event of the liquidation thereof in whole or in part by DcFxbroker or by client.

The Client agrees that, in the event that there has been no movement on the Client's Trading Account Balance (notwithstanding any payments or receipts of charges, interest or similar items) for a period of:

- a) at least two years, DcFxbroker may release Client's money balances less than 30 EUR from the account;
- b) at least two years and DcFxbroker is unable to trace the Client despite having taken reasonable steps to do so, DcFxbroker may release Client's money balances less than 100 EUR from the account;

c) at least five years and DcFxbroker is unable to trace the Client despite having taken reasonable steps to do so, DcFxbroker may release any Client's money balances more than 100 EUR from the account.

#### **14. Written Notice**

Any written Notice given under the Operative Agreements may be made as follows:

a) Trading Platform internal mail; b) e-mail; c) fax; d) post; or e) information published on DcFxbroker's website.

All contact details provided by the Client, e.g. address, e-mail address or fax number as last notified will be used as applicable. The Client agrees to accept any notices or messages from DcFxbroker at any time.

Any such Written Notice will be deemed to have been served:

a) if sent by e-mail, within one hour after emailing it; b) if sent by Trading Platform internal mail, immediately after sending it; c) if sent by fax, within one hour after sending it; d) if sent by post, seven calendar days after posting it; or e) if posted on the Company News Webpage, within one hour after it has been posted.

#### **15. Data security**

The data networks and the services which are provided through them are not completely safe. The user is responsible for the proper handling of the information and security of their own information systems. The user is also responsible for the equipment required to use the Services, the acquisition and operational condition of the links and software and to ensure that they do not cause damage or disruption to DcFxbroker or a third party.

#### **16. Force majeure**

A force majeure releases DcFxbroker from any such obligations connected to its services, in so far as events prevent the functioning of its service or parts thereof or causes undue harm to it. Such events considered to be a force majeure are fires, earthquakes, floods, explosions, strikes and other cessations of work, the orders of officials, disturbances concerning the supply of energy, shortages of raw materials or equipment, war, civil unrest, externally caused by external sources resultant cable or data communication disturbances or other such reasons which were not previously known and for which prior preparation was not possible.

DcFxbroker will inform users through written notification of the onset, estimated duration and cessation of the above-mentioned circumstances as soon as possible after the event has occurred, in so far as an announcement is possible. Written notification shall be understood as e-mail, mail or announcement on DcFxbroker's website.

## **17. Governing law and jurisdiction**

The Operative Agreements, including these Terms Of Use, are governed by Seychelles law. Resolution of any dispute connected to the Operative Agreements must initially be attempted through negotiations between the relevant parties. Where this proves unsuccessful, disputes are to be primarily resolved in the district court of Victoria. A retail client whose place of domicile is located in ETA-region, however, has the right to instigate a lawsuit against DcFxbroker in the general lower court of justice of their own place of domicile. A retail client also has the right to request a recommendation from the consumer complaint board in regards to a dispute.

## **18. The validity and changes to the Terms of Use**

These Terms of Use come into effect as of the 1th of Sept 2012 and shall be considered valid until further notice. These Terms of Use shall apply to the Services unless otherwise agreed in writing. DcFxbroker may change these Terms of use at any time and without prior notice. DcFxbroker will attempt to inform users of changes to these Terms of Use in connection with the Services. Changes to the Terms of Use will take effect at a time indicated by DcFxbroker. By using the Services or by express recognition, the user accepts any and all changes as binding. If the user does not accept any change to the Terms of Use then they must cease use of the Services immediately.

If not otherwise stated in any applicable written Addenda, The Client may terminate the Operative Agreements with immediate effect by giving Written Notice to DcFxbroker. Accordingly, DcFxbroker may terminate the Operative Agreements with immediate effect by giving Written Notice to the Client. Any such termination will not affect any obligation which has already been incurred by either the Client or DcFxbroker in respect of any Open Position or any legal rights or obligations which may already have arisen under the Operative Agreements or any Transactions and deposit/withdrawal operations made there under. Upon termination DcFxbroker will be entitled without prior notice to the Client to cease to grant the Client access to the Trading Platform. Further, all amounts payable by the Client to DcFxbroker will become immediately due and payable including (but without limitation):

1. all outstanding fees, charges and commissions;
2. any dealing expenses incurred by terminating the Operative Agreements; and
3. any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by DcFxbroker on the Client's behalf.

If you have any questions related to the DcFxbroker Trading Service or its terms of use, Different Choice FBC Inc may be contacted at the e-mail address below: [info@dcfxbroker.com](mailto:info@dcfxbroker.com)