



## Terms and Conditions of Use of the ByBroker Platform

These Terms and Conditions (hereinafter referred to as the "Agreement") regulate the legal relationship between ByBroker, operating under the ByBroker global brand (hereinafter referred to as the "Company" or "ByBroker"), and the user (a natural or legal person) (hereinafter referred to as the "Client") of the [www.bybroker.io](http://www.bybroker.io) website (hereinafter referred to as the "Website").

### 1. Acceptance of Terms

1.1. The Client confirms that he has read, understood and accepted all the information, conditions and terms set out on the Website, which are open for public review and include important legal information.

1.2. By accepting this Agreement, the Client irrevocably agrees and accepts the terms and conditions contained in this Agreement, its annexes and/or appendices, as well as other documents/information published on the Website, including, without limitation, the Privacy Policy, Payment Policy, Withdrawal Policy, Code of Conduct, Order Execution Policy and Anti-Money Laundering Policy.

1.3. The Client accepts this Agreement by registering an Account on the Website and depositing funds. By accepting the Agreement and subject to the Company's final approval, the Client enters into a legal and binding agreement with the Company.

### 2. Definitions

2.1. Account – means a single account registered in the Client's name that contains all the Client's transactions/operations on the Company's Trading Platform.

2.2. Binary Options – financial instruments where a prediction is made about the direction of the price movement of an asset in a certain period of the day- The payout is predetermined as a fixed amount, regardless of whether the option expires in or out of the money.

2.3. CFD (Contract for Difference) – a negotiable contract between the Client and the Company, which exchanges the difference in the value of an Instrument, as specified on the Trading Platform at the time of opening a Trade, and the value of that Instrument at the end of the contract.

2.4. Trading Platform – an electronic system on the Internet consisting of all programs and technology that display real-time quotes, allow the placement/modification/deletion of orders, and calculate all mutual obligations of the Client and the Company.

### 3. Services

3.1. The object of the Agreement is the provision of Services to the Client by the Company under the Agreement and through the Trading Platform.

3.2. The Company will execute all transactions as intended on the basis of execution only, not managing the account or advising the Client.

3.3. The Company has the right to execute transactions requested by the Client as provided for in this Agreement, even if the transaction is not beneficial to the Client. The Company is under no obligation, unless otherwise agreed in this Agreement and/or in other documents/information on the Website, to monitor or advise the Client on the status of any transaction, make margin calls, or close any open positions of the Client.

#### 4. Customer Responsibilities

4.1. The Client confirms that he/she is of legal age and legally competent according to the jurisdiction in which he/she resides or resides.

4.2. The Client is prohibited from executing any transaction/operation on the Trading Platform, Website and/or through his Account, which results in exceeding the total balance and/or amount of money deposited/held in his Account.

4.3. The Client shall ensure that the username and password issued by the Company for the use of the Services and the Account are used only by him/her and are not disclosed to any third party.

4.4. The Client undertakes not to use scripts, bots or any other automated or fraudulent mechanism to gain unfair advantage or unfair benefit on the Trading Platform.

#### 5. Misuse of the Platform

5.1. If the Company detects that the Client is using scripts, bots or any other automated or fraudulent mechanism to gain unfair advantage or unfair benefit, the Company reserves the right to:

5.1.1. Immediately cancel the Client's account.

5.1.2. Retain any profit made through such practices.

5.1.3. Deny the Client access to the available balance on the platform, subject to a thorough investigation.

5.1.4. If they have any balance after the cancellation of the financial operations, we will refund the remaining amount.

5.2. Fraudulent activities or activities that circumvent the system will not be tolerated, such as:

5.2.1. If it is found or there is reason to believe that the Customer's Account is being used for the benefit or on behalf of a third party, and/or if the person is using the Services for any purposes other than personal use and leisure (including if they are using a third party Account);

5.2.2. If it is identified that the person is depositing funds into his/her Account without the intention of carrying out Transactions;

5.2.3. If the person is using or attempting to use a VPN or similar technology to disguise their location;

5.2.4. If incorrect, incomplete or misleading information is provided at the time of registration for an Account or at a later time (unless incorrect, incomplete or misleading information is provided in order to pass relevant age verifications);

5.2.6. If it is found that the person has opened or is using one or more Duplicate Accounts deliberately or fraudulently;

5.2.7. If there is reason to believe that the person is depositing money from criminal and/or illegal activities into his/her Account.

#### 6. Limitation of Liability

6.1. The Company does not guarantee uninterrupted, secure and error-free service, nor immunity against unauthorized access to the servers of the trading sites nor interruptions caused by damage, malfunction or failures in hardware, software, communications and systems on the Client's computers and the Company's suppliers.

6.2. The Company shall not be liable for any damage caused to the Client due to force majeure events or any event beyond the Company's control that influences the accessibility of its trading website.

6.3. If the person is using this Agreement due to the use of fraudulent mechanisms as described in clause 5, the Company shall have no liability to the Client and no obligation to pay the Client's profits; furthermore, it is at the Company's sole discretion to decide whether any deposited funds will be returned to the Client.

## 7. Personal Data

7.1. By accepting the terms and conditions of this Agreement, the Client irrevocably consents to the collection and processing of his/her personal data/information by the Company as provided by him/her to the Company.

7.2. The Company will take the necessary legal, organizational and technical measures to protect such personal data against unauthorized or accidental access, destruction, alteration, blocking, copying, provision and dissemination, as well as from any other illegal actions.

## 8. Rights and Obligations of the Parties

### 8.1. Customer's Rights

8.1.1. The Client has the right to submit any order requesting the execution of a transaction/operation on the Website in accordance with and subject to the terms and conditions of this Agreement.

8.1.2. The Client may request the withdrawal of any amount, subject in accordance with the Withdrawal Policy, provided that the Company has no claims against the Client and/or the Client has no outstanding debts with the Company.

8.1.3. In the event that the Client has any complaint against the Company and/or there is any dispute between the Client and the Company, the Client may submit its complaint, including all relevant details, to the Company at [support@bybroker.io](mailto:support@bybroker.io). The Company will acknowledge receipt of any complaint, initiate an internal investigation into the matter and respond within a reasonable time (i.e. within 3 months from the date of receipt of the complaint).

8.1.4. The Client may unilaterally terminate the Agreement, provided that there is no outstanding debt owed by the Client to the Company and such termination is made in accordance with section 16 of this Agreement.

### 8.2. Client's Obligations

8.2.1. The Client undertakes to comply with and honor all the terms and conditions of this Agreement.

8.2.3. The Client shall ensure that the username and password issued by the Company in connection with the use of the Services and the Account are used only by him/her and are not disclosed to any third party.

8.2.4. The Client accepts the risk of orders placed by unauthorized persons and/or trading accounts used by someone without the Client's permission (collectively referred to as

'unauthorized access' or 'hacked account') and agrees to fully indemnify the Company for any losses, costs and expenses arising as a result.

8.2.5. The Client shall notify the Company immediately of any unauthorized access to his trading account.

8.2.6. The Client acknowledges that the Company has the right to immediately block the Client's trading account and increase the processing time and/or cancel withdrawal requests without prior notification to the Client, and the Client shall not be entitled to any profits made during the time the account was accessed in an unauthorized manner.

## 9. Indemnification and Liability

9.1. The Client shall indemnify and hold the Company and its directors, employees, representatives or affiliates harmless from all direct or indirect liabilities (including, without limitation, all losses, damages, claims, costs or expenses) incurred by the Company or any other third party in respect of any act or omission by the Client in the performance of its obligations under this Agreement and/or the settlement of any financial instruments of the Client in settlement of any claims with the Company, unless such liabilities result from gross negligence, willful misconduct, or fraud by the Company. This indemnification shall survive the termination of this Agreement.

9.2. The Company shall not be liable for any direct and/or indirect loss, expense, cost or liability incurred by the Client in connection with this Agreement, unless such loss, expense, cost or liability is the result of gross negligence, willful misconduct or fraud by the Company.

## 10. Personal Data

10.1. By accepting the terms and conditions of this Agreement, the Client irrevocably consents to the collection and processing of his/her personal data/information by the Company as provided by him/her to the Company.

10.2. The Company will take the necessary legal, organizational and technical measures to protect such personal data against unauthorized or accidental access, destruction, alteration, blocking, copying, provision and dissemination, as well as from any other illegal actions.

10.3. The Client acknowledges and consents that, for the purposes described above, the Company has the right to collect, record, systematize, accumulate, store, update, alter, extract, transfer (disseminate, provide, access), anonymize, block, delete, destroy such personal data and/or take any other action in accordance with current legislation.

10.4. The Client acknowledges and consents to the Company storing, maintaining and processing his/her personal data in the manner described in this Agreement for the period of 7 years after any termination of the Agreement.

10.5. The Client acknowledges, accepts and agrees to the disclosure of personal data by the Company and its representatives, solely for the purposes of the Agreement, including without limitation to facilitate the processing/execution of the Client's orders/operations, provided that the amount of personal data to be disclosed to any third party is proportionate and/or limited to what is necessary, and the Company will ensure that such third party processes personal data in accordance with applicable laws and regulations.

## 11. Misuse of the Platform

11.1. If the Company detects that the Client is using scripts, bots or any other automated or fraudulent mechanism to obtain an unfair advantage or unfair benefit, the Company reserves the right to:

11.1.1. Immediately cancel the Client's account.

11.1.2. Retain any profit made through such practices.

11.1.3. Deny the Client access to the available balance on the platform, subject to a thorough investigation.

## 12. Termination of Agreement

12.1. This Agreement shall be concluded for an indefinite term.

12.2. This Agreement shall come into force when the Client accepts the Agreement and makes an advance payment to the Company.

12.3. In case of any discrepancy between the text of the Agreement in the Client's language version and the translated version in any other language, the English text of the Agreement shall prevail, as well as the English version/text of any other document/information published on the Website.

12.4. Each Party shall have the right to terminate this Agreement at any time by giving the other Party fifteen (15) days' notice in writing. During the 15-day notice period, the Company may limit the services available to you; however, access will be granted for the Customer to withdraw any remaining balance.

12.5. The Company shall be entitled to terminate this Agreement immediately, close all open positions, block the Client's account and return any remaining funds (if applicable) without prior notice in the following circumstances:

12.5.1. Death or legal incompetence of the Client.

12.5.2. If any order is made or any order is issued, or a meeting is called, or a resolution is passed, or any bankruptcy or liquidation measures of the Client are taken.

12.5.3. If the Client breaches, or the Company has reasonable grounds to believe that the Client has breached, any of the Client's obligations under and/or terms of this Agreement and/or is in breach of any warranties and representations made by him/her in this Agreement.

## 13. Governing Law

13.1. The terms and conditions of this Agreement, as well as any matters relating to this Agreement, including, without limitation, questions of interpretation and/or disputes, shall be governed by the laws.

13.2. The Company and the Clients irrevocably submit to the jurisdiction of the courts.

## 14. General Provisions

14.1. The Client agrees that the Company has the right to modify, add or set as default the option payout rate, the return rate, the possibility to adjust the return rate, the possibility to purchase the option type, the minimum and/or maximum option value, the possible expiration periods for several or all assets.

14.2. The Company reserves the right to change, add or set as default the option payout rate, the return rate, the possibility to adjust the return rate, the possibility to purchase the option type, the minimum and/or maximum option value, the possible expiration periods for one, several or all assets.

14.3. The Company may refuse to execute orders in circumstances that include, but are not limited to:

14.3.1. Whether the execution of the order is intended or may be aimed at manipulating the price of one or more of the financial instruments (market manipulation);

14.3.2. Whether the execution of the order constitutes or may constitute exploitation of abuse of confidential information (insider trading);

14.3.3. Whether the execution of the order contributes or may contribute to the legalization of proceeds of illegal activities (money laundering);

14.3.4. If the Client has insufficient funds to cover the purchase of financial instruments and/or an insufficient number of financial instruments to cover the sale;

14.3.5. If the Client fails to comply with any of its obligations to the Company under this Agreement;

14.3.6 The Client is not and agrees not to become or become a resident Natural Person in the USA or a resident of the USA/territories of the USA, Canada, Afghanistan, Australia, Belarus, Bouvet Islands, Comoros, Cuba, Democratic Republic of Congo, Eritrea, Ethiopia, Gibraltar, Guam, Haiti, Iran, Israel, Japan, Libya, Mali, Myanmar, North Korea, Palestine, Sudan, Syria, Russian Federation, United Kingdom, Ukraine, Vatican, any country in the European Economic Area and/or other countries not served.

These Terms and Conditions of Use have been designed to ensure a clear and secure relationship between ByBroker and its Clients. By using the services offered by ByBroker, the Client agrees to abide by these terms and conditions.