Agreement

1. Introduction.

1.1 AUREUS X CAPITAL LLC (hereinafter called “Company”), whose provides service «Trader’s personal account” (hereinafter called “TA”) under the conditions of the following public offer (hereinafter called “Agreement”) any juridical person or individual person (except for stateless persons; individuals under the age of 18) hereinafter called “Client”.

1.2. This Agreement, Trading conditions, Risk warning and corresponding Regulations should be carefully read by Client, since they govern all conditions, under which Client performs all trading and non-trading operations. 1.3. By unconditional acceptance of this Agreement is considered the moment of deposit, conducted by Client under the conditions of this Agreement and receiving it by Company.

1.4. As soon as Company receives registration form filled by Client, further procedures performed by Client in TA or on trading platform, becomes a subject of this Agreement, Trading conditions, Risk warning, and corresponding Regulations.

1.5. Regarding every operation executed by Client in TA or on trading platform Company does not perform as an agent on behalf of Client. It means that as long as Company and Client will not come to different agreement, Client bears full responsibility for fulfillment of commitments for any operation in TA or on trading platform. If Client represents third person, irrespective on whether this person is identified or not, Company will not accept this client and will not take any responsibility for him.

2. Service.

2.1. In case of Client’s fulfillment of commitments according to this Agreement, Company grants Client the possibility to perform operations provided by TA and trading platform.

2.2. Relating to all trading operations of Client Company accomplishes only execution, trust management and giving recommendations. Company is entitled to execute transactions ordered by Client even if that transaction may not be suitable for the Client. Unless otherwise is specifically agreed, Company is not obligated to ensure best execution.

2.3. Client under no circumstances should request from Company any investment/trading recommendations as well as any other information that can potentially encourage Client to make trading operation.

2.4. Company at its own discretion can provide information, recommendations and advice to Client but in that case Company bear no responsibility for any consequences and for profitability of the recommendations and advice to Client. Client acknowledges that in the absence of fraud, deliberate non-fulfillment of commitments or grievous dereliction, Company will not be responsible for any losses, costs, expenses or damages suffered by Client, occurred because of inaccuracy or mistake in any information given to Client, including, but not restricted by information about any Client’s trading operations. By Company reserving the right to cancel or close any trading position due to specific circumstances declared in this Agreement or corresponding Regulations, every operation performed by Client including inaccuracy in provided information, nevertheless, shall remain valid and mandatory for execution from both Client’s and Company’s sides.

2.5. In process of trading there is no physical delivery of currency. Profits or losses from trading operations are added/debited from the Client’s trading account balance straight after closing position.

2.6. Company, partners of the Company or other affiliated sides may have financial benefit, legal relationship or arrangement concerning specific operation in TA or on trading platform; or financial benefit, legal relationship, or arrangement that may come into a conflict with the interests of Client. For example Company can:

2.6.a. Perform as a principal regarding any instrument and on its own account by means of selling and buying instrument from Client;

2.6.b. Offer another client of Company as a counteragent of trading operation;

2.6.c. Buy and sell instrument which Company recommended Client;

2.6.d. Recommend and provide service to partners or other clients of Company concerning instruments they are interested in, even though it may come into conflict with the interests of the Client.

2.7. Client gives consent and gives authority to operate with and for Client in the way Company considers appropriate, despite any potential conflict of interests or any material interest regarding any operation in TA or on trading platform, without preliminary notification to Client. Presence of conflict of interests or material interest regarding any operation in TA or on trading platform shall not influence service provided to Client by Company employees.

2.8. Company periodically may act on behalf of Client with third side, with which Company or any other affiliated side has agreement for obtaining products and services. Company guarantees that such arrangements, as far it is possible, shall be settled according to the best interests of Client, for example, arrangements that will enable access to information or other services which would not have been available otherwise.

2.9. It is against the law to solicit U.S. citizens to buy and sell forex/cfd/cryptocyrrencies, even if they are called ‘prediction’ contracts, unless they are listed for trading and traded on a CFTC-registered exchange or legally checked.

3. Privacy Policy.

3.1. The Company may use Client’s Personal Data for one or more of the following purposes:

3.1.a. to confirm the Client’s identity;

3.1.b. to process trading and non-trading operations;

3.1.c. to conduct company’s anti-money laundering policy;

3.1.d. to inform the Client about Company products or services that may be of interest to the Client;

3.1.e. to provide other services that are relevant to the Client’s business relationship with the Company;

3.1.f. to keep correct database of the Client’s account data;

3.1.g. to analyze statistical data, to provide Clients the most suitable products and services.

3.2. The Company may convey the Client’s Personal Data to associated or affiliated companies, auditors, agents (including payment agents), banks or other authorized organizations or persons (“Authorized Persons”)

for the sole purpose of processing the Client's trading and non-trading instructions. The Company guarantees that all Authorized Persons will adhere to the terms of this Policy and take all necessary steps to protect the Client's Personal Data. The Company may provide Personal Data to third parties who are not the Company's partners, agents or affiliates only when requested by representatives of legal or administrative authorities.
3.3. By accepting the Client Agreement, the Client consents to the Company collecting, maintaining, using and disclosing their Personal Data in accordance with the terms of this Policy.
3.4. Company takes the issue of security very seriously and takes all possible measures to ensure the safety of your confidential information, including adhering to strict standards for the internal use of confidential information and using leading technology of data storage
4. Client Requests and Orders.
4.1. Company processes and executes Client requests and orders according to the corresponding Regulations.
4.2. Company reserves the right to decline request or order of Client if any condition of corresponding Regulations has not been satisfied at the moment of proceeding a request or instruction by Company. However, Company at its own discretion can approve and execute request or instruction, despite non-fulfilling one or several statements of corresponding Regulations.
4.3. If Company executes Client request or instruction and after that becomes aware of breaking conditions of any statement of corresponding Regulations, Company may act in accordance with the corresponding Regulations.
5. Netting.
5.1. All funds paid according to Agreement or corresponding Regulations are automatically converted by Company into deposit currency at the current exchange rate on the foreign exchange market.
5.2. Client is obligated to pay all chargeable sums, including commission and other costs set by Company.
5.3. Client can't assign his/her rights and responsibilities or implement any other act of transferring rights and responsibilities according to corresponding Regulations without any written consent of Company. Breaking that condition will make any assignment of rights and responsibilities considered as void.
6. Payments.
6.1. Acceptance of this Agreement is provided by advance payment executed in accordance with the payment procedure set by this Agreement.
6.2. Client can refill Client's account at any time.
6.3. Deposit and withdrawal operations to/from Client's account shall be governed by the Regulations on non-trading operations.
6.4. Client shall bare full responsibility for correctness of his payments. In case of changing Company's bank requisites from the moment of publishing new ones in TA, Client bares full responsibility for payments executed using outdated information of bank requisites.
7. DURATION AND PROCEDURE OF TERMINATION AN ACCOUNT (TOS)
7.1 The statement is considered concluded at the moment of occurrence of the following events in the chronological order:
7.1.1. Customer acceptance the conditions of Statement when he opens an account;
7.1.2. Funds transfer from customers, in accordance with the Statement;
7.1.3. Customer request receiving by the Company;
7.2. The transfer of funds at the date of account termination will be considered according to Agreement obligations.
7.3. The customer is not entitled to close the Personal Account until the termination of the Agreement.
7.4. The client has the right to terminate the Agreement unilaterally, by filing an application for repayment all units in the account (investment shares).
7.5. The company has the right to return the Client funds and terminate the Agreement in any time without prior notice.
8. Refund
8.1. The Client can withdraw his/her funds into any payment systems designated in his/her Personal Account under the option «Withdraw funds».
8.2. If the trading account does not embrace a sufficient trade volume, the funds can be removed only into that payment system which was used for refilling the trading account. The amount of a sufficient trade volume is set by the Company at its own discretion.
8.3. The Company has the right to refuse the Client's request for withdrawal, if the Client uses the same payment system for withdrawal and depositing, but with different bank details.
8.4. The withdrawal of funds from the Client's account is accomplished within 10 business days from the time a relevant application for withdrawal of funds has been confirmed in the Personal Account.
8.5. The minimum sum of withdrawal is $10. The company provides one withdrawal per month without commission fees. All further withdrawals will be charged $30/25 Euros fee. Before processing the withdrawal the Company is entitled to request the Client to provide identity documents.
9. Client's funds and interest.
9.1. Client funds are held on Company accounts including segregated accounts opened in the Company's name for holding Client funds separate from the Company's funds.
9.2. Client gives consent and acknowledges the fact, that Company will pay interests to Client from funds stored on Client's accounts only if it is provided by Client's type of account.

10. Communications.
10.1. The rules of communication between Client and Company are stated in the corresponding Regulations.
10.2. Client must issue requests and instructions using client terminal only.
10.3. For specific account types, the Client may issue instructions and requests by phone.
10.4. By accepting the terms of this Agreement, the Client also agrees to receive emails from the Company to the Client's personal e mail address and SMS messages to the mobile telephone number registered in Web Office.
11. Significance of commitments execution time.
11.1. Each of the following constitutes an instance of failure to fulfill obligations:
-Client's failure to provide any amount due under this Agreement;
-Client's failure to fulfill any obligation due to the Company;
-Client's inability to pay debts when they fall due;
-any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in clause 12.2

11.2. If an instance of failure to fulfill obligations occurs in relation to the Client's, the Company may, at its sole discretion, at any time and without prior written notice, take one or more of the following steps:
-close out all or any of the Client's o pen positions at the current quote;
-debit the Client's account for amounts owed to the Company;
-close any or all of the Client's account shield within the Company;
-refuse to open new accounts under the Client's name.

12. Default.
12.1. Each of the following events considers as an "Event of Default":
12.2. Court proceeding initiation by third side regarding bankruptcy of Client (if Client is individual person) or regarding liquidation of company (if Client is juridical person), or assignment of law enforcement officer or manager for Client or Client's assets (if Client is juridical person), or (in both cases) if Client initiates agreement with his/her creditors or any other similar procedure;
12.3. Death of Client or recognition Client's incapability.
12.4. In case of default events regarding Client's account (accounts) Company at its own discretion can at any time, without preliminary warning undertake the following actions:
12.4.a. Close all or any of Client's opened positions at the current quote;
12.4.b. Debit Client's account for amounts he/she owes to Company;
12.4.c. Close any or all of Client's accounts opened in Company;
12.4.d. Refuse to open new accounts for Client.
13. Declarations and assurance.
13.1. Client declares and assure Company, also gives consent, that such statement or assurance is valid each time Client makes requests and instructions, regarding circumstances, prevailed at that moment, that:
13.1.a. All information presented in this Agreement, the corresponding Regulations and the Client registration form is true, complete and accurate in all aspects;
13.1.b. Client has authority to enter into this Agreement, to make instructions and requests and to fulfill his/her commitments hereunder;
13.1.c. Client performs as principal;
13.1.d. If Client is individual person, than it was exactly Client who filled out Client registration form, and if Client is juridical person, that the third person, who filled out Client registration form on behalf of Client had all authorities for that action;
13.1.e. All actions performed under this Agreement and corresponding Regulations will not violate any law, ordinance, charter, law or rule applicable to Client or in the jurisdiction in which Client is resident, or any agreement by which Client is bound or concerning any of Client's holdings.
13.2. Company reserves the right to void any positions of Client or close one or several positions of Client at the current market price at any time, at its own discretion, in case of breaking by Client any statement of this Agreement or corresponding Regulations.
14. Governing Law and Jurisdiction.
14.1. This Agreement is governed by laws and jurisdiction of the Saint Vincent and the Grenadines
14.2. Client unconditionally:
14.2.a. Agrees that the courts of Saint Vincent and the Grenadines, have exclusive jurisdiction to settle any proceedings, according to this Agreement;
14.2.b. Obeys the jurisdiction of Saint Vincent and the Grenadines courts;
14.2.c. Rejects all protests regarding any proceedings in such courts;
14.2.d. Agrees never to claim, that such court proceedings have inconvenient venue, or they have no juridical power regarding Client.
14.3. Client, completely and at fullest extent, permitted by current law, refuses either regarding himself (Client) or Client's revenues and assets (regardless their use or intended use), any immunity (under authority of sovereignty or other similar), such as:
14.3.a. Bringing to justice;
14.3.b. Jurisdiction of court;
14.3.c. Writ, injunction about fulfilling commitment by restitution or returning;
14.3.d. Arresting assets (before and after judgment);
14.3.e. Execution or levying of execution of a judgment made regarding Client or Client's revenues or assets in any court jurisdiction. Client, completely and at fullest extent, permitted by current law, accepts that he will not demand any of such immunity in any proceedings. The Client consents to satisfy all requirements and court orders according to such proceedings particularly, but not limited to those regarding any of the Client's assets. 14.4. In case of any disagreements English version of this Agreement has higher priority regarding other language versions of Agreement.
15. Limit of liability
15.1. Client undertakes to ensure Company protection from different commitments, costs, claims, demands and expenses which Company may suffer either directly or indirectly as a result of any failure to fulfill any of commitments of this Agreement and corresponding Regulations by Client.
15.2. Company under no circumstances shall bear responsibility to Client for any losses, costs, unrealized profits, lost opportunities (due to market movements), expenses and damages according to this Agreement, if otherwise agreed in the corresponding Regulations.
15.3. Client has no right to reveal to third person any personal data from trading platform or TA and undertakes to secure its safety and confidentiality. All actions executed according to corresponding Regulations and/or using login and password considered as actions committed by Client. Company bears no responsibilities for all unauthorized actions using personal data committed by third person.
16. Force Majeure
16.1. Company, having sufficient reasons, can determine the limits of force majeure events (uncontrollable circumstances). Company will properly take reasonable steps to inform Client about force majeure circumstances. Force majeure circumstances include:
16.1.a. Any act, event or occurrence (including, without limitation, any strike, riot or civil commotion, terrorism, war, act of God, accident, fire, flood, storm, interruption of power supply, communication equipment or supplier failure, civil unrest, government sanction, blockage, embargo, lockouts) which, in Company's reasonable opinion, prevents Company from maintaining market's stability or one or more of market instruments;

16.1.b. Suspension, liquidation or closure of any market or the absence of any event on which Company bases its quotes, or the imposition of limits or special or unusual terms on trading on any market or on any event ofthis kind.
16.2. If Company determines force majeure event (without infringing any other rights under this Agreement and the corresponding Regulations), the Company may at any time and without giving prior written notification take any of the following steps:
16.2.a. Increase requirements;
16.2.b. Close any or all open positions at prices Company considers to be appropriate;
16.2.c. Suspend or modify the application of any or all terms of this Agreement and/or the corresponding Regulations until force majeure event makes it impossible for Company to comply with;
16.2.d. Take or vice versa not take any actions regarding Company, Client and other clients if the Company deems it to be reasonably appropriate to the circumstances.
16.3. Company does not bear responsibility for not fulfilling (improperly fulfilling) its commitments, if Company is prevented from doing it by uncontrollable circumstances.
17. Bonus Policy
17.1. The Company may offer a number of attractive rewards, including welcome bonuses, insured trades, contests and awards to new or existing customers. Bonuses and trading credits rewarded to clients are part of the Company's promotions programs. These bonuses are limited time offers and the terms and conditions associated with any bonus rewards are subjected to change from time to time.
17.2. Bonuses and profits that are based, even partially, on use of bonus credit, shall be forfeited in case the Company suspects any act of fraud or breach of the Company's Terms and Conditions by Client.
17.3. In order to withdraw funds from an account that has been credited with a trading bonus, insured trades, insurance cover, the trader will be required to execute a minimum trading volume of (bonus amount x40).
17.4. Funds may be withdrawn only upon reading and full compliance with the customer prior conditions. All bonuses are final and cannot be canceled after the transfer to the trading account.
17.5. The Company has the right to cancel the bonus provided to the customer on promotion.
18. Miscellaneous.
18.1. The Company has the right to suspend the Client's trading account at any time for any justified reason (with or without written notification).
18.2. In the event that a situation arises that is not covered under this Agreement or the corresponding Regulations, Company will solve the matter on the basis of faith and fairness and, when appropriate, by taking action consistent to market practice.
18.3. No single or partial exercise or failure or delay in exercising any right, power or privilege (under these terms or by law) shall constitute as Company waiver to impair or preclude any exercise, or further exercise of that or any other right, power or remedy arising under this Agreement and/or the corresponding Regulations or by law.
18.4. Any liability of the Client to the Company under this Agreement and/or the corresponding Regulations may in whole or in part be released, compounded, compromised or postponed by Company at its sole discretion without affecting any rights in respect of that or any liability not waived, released, compounded, compromised or postponed. Company waiver of a breach of any of the terms of this Agreement and/or the corresponding Regulations or of a default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. Company waiver of a breach of any of the terms of this Agreement and/or the corresponding Regulations or a default under these terms will not prevent the Company from subsequently requiring compliance with the waived obligation.
18.5. The rights and remedies provided to Company under this Agreement and the corresponding Regulations are cumulative and are not exclusive of any rights or remedies provided by law.
18.6. Company may assign the benefit and burden of this Agreement and the corresponding Regulations to a third party in whole or in part, provided that the assignee agrees to abide the terms of this Agreement and the corresponding Regulations. Such assignment shall come into effect 10 (ten) business days following the day Client is deemed to have received notice of the assignment in accordance with the corresponding Regulations.
18.7 If any term of this Agreement or the corresponding Regulations (or any part of any term) shall be accepted by a court of competent jurisdiction to be unenforceable for any reason, then such term shall be deemed severable and not form part of this Agreement or the corresponding Regulations, but the remainder of this Agreement and/or the corresponding Regulations shall continue to be valid and enforceable.
18.8. Corresponding Regulations and Risk Warning are an integral part of the Client Agreement. As Client works within the bounds of these corresponding regulations, Client Agreement shall be applied insofar as it does not conflict with these regulations.
And
18.8.1. Client acknowledges that the Company shall have the right to amend:
18.8.1.a. This Agreement and corresponding Regulations at any time, giving Client written notification three calendar days before the amendments are introduced;
18.8.1.b. Trading terms specified in the appropriate section of Company's website at any time, giving Client written notification one calendar day before the amendments are introduced;
18.8.2. Amendments shall enter into force on the date specified in the written notification and shall be applied to all open positions. Under abnormal market conditions, amendments may be introduced immediately without preliminary written notice.
18.8.3. Client may suspend or terminate this Agreement by giving Company written notification.
18.8.4. Company may suspend or terminate this Agreement immediately by giving Client written notification.
18.8.5. Company reserves the right to disallow Client to open an account or to register with or without notice of the reason for doing so.
18.8.6. Termination of this Agreement will not abrogate any obligations held by either Client or Company regarding any outstanding transaction or any legal rights or obligations which may already have arisen under the Agreement and the corresponding Regulations, including any open positions and deposit/withdrawal operations made on Client's account.
18.8.7. Due to termination of this Agreement, all amounts owed by Client to Company will immediately become due and necessary for payment including, but not limited to:
18.8.7.a. All outstanding fees, charges and commissions;
18.8.7.b. Any expenses incurred by terminating this Agreement and charges for transferring Client's investments to another investment firm;
18.8.7.c. Any losses and expenses sustained by Company in closing any transactions or settling any of Client's outstanding obligations.

19. Chargeback Policy

19.1. If you place a chargeback with your credit card (on purpose or by mistake) for any deposit you made in your Account with Company, we reserve the right not to consider withdrawal request until proceeding of challenge the chargeback has been completed. Dispute resolution of chargeback challenge takes 120 days since the report has been submitted under MasterCard and Visa rules.

19.2. We do not tolerate credit card fraud, and all fraud, without exception, will be prosecuted through criminal proceedings in your local jurisdiction to the fullest extent of the law. In addition, we will pursue civil legal action in your local jurisdiction seeking any loss of income related to the fraud, including business, legal fees, research costs, employee down time and loss of revenues.

19.3. We employ advanced risk modelling to detect fraudulent transaction clues across our Services. Fraudulent transactions are immediately cancelled after being detected.

Any active Orders associated with the same fraudulent credit card will also be cancelled immediately. We also actively leverage external, cross-industry resources –such as worldwide fraud blacklists –to prevent fraudulent users from accessing our Online Trading Facility in the first place.

19.4. We consider credit card charge backs to be fraudulent if you make no reasonable effort to work with us to resolve any problems with your deposit. All frivolous chargebacks not only cost our employees time away from our usual and customary matters of conducting normal business, but also cost us money, therefore:

19.4.1. when we detect questionable activity related to a deposit that is being made in an Account, we will mark the deposit with a “customer review in progress” status and perform fraud detection checks on the deposit to reduce your exposure to risk; during this time, you won’t be able to access your Account.

19.4.2. In general, we complete reviews within four (4) to six (6) hours; certain deposits posing a higher potential risk may require more time, however, as our Compliance Department performs even more extensive fraud detection checks. We may also contact you directly as a backup precaution. If we determine that a deposit is high-risk or doesn’t comply with our Compliance and risk Policies, the deposit will immediately be cancelled and the funds will immediately be refunded to the credit card from which the deposit was initially made. Furthermore, in such instances, we reserve the right, at our sole discretion, to close any and all of your Account(s) with us immediately. Any active Orders associated with the same fraudulent credit card and/or Account will also be cancelled immediately.

19.4.3. In addition, we will attempt to recover fraudulently disputed charges plus additional costs via a third-party collection agency and your account will be reported to all credit bureaus as a delinquent collection account. At this point, we will no longer accept a settlement of your debt and will only accept payment in full. In addition to this, we will file a report with your local police department, and pursue all fraudulent activities through your local jurisdiction for prosecution to the fullest extent of the law.

Furthermore, in such instances, we reserve the right, at our sole discretion, to take all action as we see fit, including, without limitation, completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your Account. Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibited trading activity and we shall be entitled to inform any Interested third parties of your breach of this clause; any active Orders associated with the same fraudulent credit card and/or Account will also be cancelled immediately; we have, and will continue to develop any tools necessary to identify credit/debit card fraud; any dispute arising from such fraudulent activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

19.5. We take fraud very seriously. We log IP strings on all deposits made in our accounts -any orders coming back as a chargeback due to fraudulent activities will be diligently pursued through criminal proceedings in your local jurisdiction for prosecution to the fullest extent of the law.