



## Terms & Conditions

Apex Capital operates in accordance with international financial and money laundering laws. Order execution as per the MiFID 2006/73/EC Directive

I have read the following Terms and Conditions, including all the Apex Capital's Policies.

I understand all such terms and that these Terms and Conditions, together with all policies are

an inseparable part of a binding agreement between me and Apex Capital (the "Agreement").

I am over 18 and the information provided in this application is true and correct and that I

will notify Apex Capital of any material changes.

Apex Capital may not be able to ascertain the appropriateness of any product to me,

including due to lack of experience or undisclosed information.

I have entered full, accurate and truthful details, including my residential address

and identity.

Apex Capital may at any time without limitation amend any of the terms set out in this

agreement by posting such information on our website.

I confirm that I got an opportunity to trade on a demo platform and/or read a tutorial and I understand as a consequence how to trade and the RISKS that are involved. In addition, I have read and understood the risks that are involved in trading in risky investments ("trading").

By filling the Subscription Form I request and agree to open an account for myself and confirm that I have read and understood all policies and terms including the Risk Disclaimer and Terms and Conditions.

## **Preamble**

Apex Capital offers access to its website and services to clients that accept the terms and conditions. By using the website, you explicitly confirm that you have read these Terms and Conditions and agree to them.

Our obligations are subject to any limits or restrictions which we may agree in writing, and any statutory, regulatory, legal or market requirements.

The following terms and conditions apply to all users and in case you require additional information on any of the subjects presented below, feel free to contact our customer support at any time. You must first read and then accept these Terms and Conditions in order to

benefit of the best services provided by Apex Capital and the agreement is effective upon acceptance. If you don't agree to be bound by the terms and conditions of the present agreement, make sure to inform us in writing. If Apex Capital decides to make any amendments.

They will be posted online and in order to keep trading on the website, you might be asked to accept the new terms.

In order to be eligible to operate your trading with Apex Capital you must be over the age of 18 and to fully understand the risks involved. You hereby acknowledge that you have the knowledge and experience to trade and understand the risks involved. We can't be held responsible for any damage or loss and we are not responsible for verifying whether you possess sufficient knowledge or whether your trading choices are wise.

The same conditions apply regarding legal restrictions. You should understand in full that trading, investments and similar operations are regulated in a different way, throughout the world. The fact that you can access our website and use the tools Apex Capital offers doesn't necessarily mean that it is legal in your country to do so.

Users accessing this site are required to inform themselves about the jurisdiction restrictions and you are hereby declaring that the funds you are



using for trading are not originating from any criminal activity or otherwise breach any law.

Do not abuse the license or services provided to you. By accepting the Terms and Conditions you will be granted a limited license, but you can't deep-link to the website or copy and resell the materials appearing on Apex Capital. The information provided by us should be used entirely for executing transactions inside or within Apex Capital.

Please note that closing or suspending your account due to a breach of the terms of service and explicitly the Acceptable Use Policy, may entail loss due to the closing of positions.

Do not provide false or inaccurate information. The license granted will be terminated if we notice that the data you provide is not accurate and you will cease to access the services. You agree that Apex Capital can terminate your access to any of the services offered for online trading at its sole discretion and with or without notice and close your transaction.

The present terms and conditions state that under no circumstances shall Apex Capital or its employees be liable for lost profits or any kind of damage occurring during trading, due to connection to our website, including negligence. In any proven circumstance, the liability of Apex Capital is limited to our last monthly commissions received of money you transferred or deposited in your trading account.

## **Withdrawal Policy**

When withdrawing over than 20% of profits or closing your account you will be required to pay Management fees/ Swap fees/ Liquidity provider fees, in order to complete the Withdrawal/Closure process.

Please bear in mind, fees will be required to be paid up-front as the segregation of the account does not give us the option to perform a deduction.

## **Additional Terms and Conditions**

1. The Preamble to these terms of service is inseparable part thereof and together with all company policies constitute a binding Agreement between the User and Apex Capital.  
You and any person making use of the Site are referred to hereunder as "User" and/or Client.



2. By accessing, visiting and/or using this Site, any person so doing (hereinafter: "User") unequivocally and unreservedly expresses his or her binding agreement to any and all

of these Terms and Conditions, constituting a binding agreement between the User and Apex Capital, and undertakes to fully comply therewith. Any and all activity on, with and/or via this Site shall be governed by these Terms and Conditions.

BY USING THIS SITE IN ANY WAY YOU CONFIRM YOUR UNREVOCABLE ACCEPTANCE AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT ANY OF THESE TERMS AND CONDITIONS OR ANY OF THE POLICIES – YOU CANNOT USE Apex Capital'S SERVICES AND PLEASE STOP USING THIS SITE AT ONCE.

3. Permitted Use: Any User must be aged 18 or older and legally permitted to engage in usage of this Site under the laws applicable to him/her. User represents that he or she has full legal capacity to enter into legally binding agreements. Users may not make commercial and/or serial and/or automated use of this Site. This Site strictly forbids any use of data mining, data gathering, bandwidth theft, offline browsing plug-ins and software and/or download and/or batch download or access and any access via any software except for the main common and official web browsers.
4. The deposits & Withdrawals are possible via Credit Cards and Bank Wires.
5. Your Account and the Bank Account: Upon receipt of your application, we may carry out credit or other checks as we deem appropriate from time to time including without limit obtaining references from your bank, employer or credit agencies (if applicable). Credit reference agencies will record details of the search irrespective of whether your application proceeds or not. We reserve the right to carry out further credit checks at anytime whilst this Agreement is in force.
  1. You acknowledge and accept that we may use credit scoring methods to assess your application. This may affect our decision on whether to accept the application or whether to alter the way in which your Account will operate.
  2. You must notify us immediately of any material changes to any of the information set out in your Application Form.

3. In the event that your Application Form is accepted we will open an Account for you and provide you with a user ID and account number. You must not disclose these details to any other person. In the event that you believe that

These details are known by a third party then you will notify us immediately. You will assist us in investigating any misuse of your Account.

4. You confirm that we are not obliged to confirm or check the identity of anyone using or quoting your Account.
5. You confirm that we shall be entitled (but not obliged) to make any payments owed to you to one single account for all sums. We may (but are not obliged to) agree to transfer monies to different Bank Accounts. Notwithstanding the fact that we agree to do so, we shall not be liable for any mistakes made by us in the amount transferred provided that the aggregate sum transferred pursuant to this Agreement is correct.
6. Clearing and billing services are done by Apex Capital Ltd.
7. Funds appearing on Clients' account may include agreed or voluntary bonuses and incentives, or any other sums not directly deposited by the Client or gained from trading on account of actually deposited funds ("Non-Deposited Funds"). Please note unless otherwise explicitly agreed, Non-Deposited Funds are not available for immediate withdrawal. Further, due to technical limitations, Non-Deposited Funds may be assigned to Client's account in certain occasions (for example, for the technical purpose of allowing the closing of positions or an indebted account). PLEASE NOTE NON-DEPOSITED FUNDS, including profits gained on account of or derived of the same, are not Client's funds. If a withdrawal of Non-Deposited Funds has been confirmed, Apex Capital shall have full right to reclaim any and all such funds.

Further Covenants: In addition to the above and without limiting the generality of this clause, you:

1. Confirm that the Bank Account details are complete and accurate and that you will notify us immediately if these change and will provide us with such documentation as we request in respect of such revised Bank Account;
2. Confirm that (unless otherwise agreed by us) the Bank Account relates to a bank account opened in your country of the main residence;
3. Acknowledge and accept that we are under no obligation to transfer any monies to or accept any monies from any account other than the Bank Account.

Except in the case of fraud (that not includes fraud from a third party), we do not accept responsibility for any loss or damage suffered by you as a result of your trading on monies deposited in or credited to your Account in error by or upon our behalf.

4. We reserve the right to close or suspend your Account at any time in accordance with the terms of this Agreement.
5. Acknowledge explicitly that Apex Capital has the right to change the amount of margin that is allowable per any trading due to market volatility, without prior notice
6. Multiple Accounts: Except as otherwise expressly provided in this Agreement, if you have more than one Account with us, each Account will be treated entirely separately. Therefore, any credit on one Account (including monies deposited as margin) will not discharge your liabilities in respect of another Account unless we exercise our rights under this Agreement.
8. Joint Accounts/beneficiaries: If an Account belongs to multiple users or to a corporation, company, partnership or any other corporate body, all beneficiaries or signatories will be required to approve a withdrawal.
9. Auto-trading Accounts: Deactivation of the utotrading software takes 7 days after a request via email.

6. Linking to this Site: Creating or maintaining any link from another Site to any page on this Site, without Apex Capital's written permission is prohibited. Running or displaying this Site or any information or material displayed on this Site in frames or through similar means on another Site without our prior written permission is prohibited. Any permitted links to this Site must comply with all applicable laws, rules and regulations and ethical conduct on the internet.
7. IP and Copyright Notice: All texts, graphics, sounds, information, designs, applications, content, source codes and object code files, and other material displayed on or that can be downloaded from this Site are protected by copyright, trademark and other laws and may not be used except as permitted in these Terms and Conditions or with prior written permission of the owner of such material (hereinafter: "information" or "data"). The information on this Site belongs to Apex Capital or its respective affiliates and suppliers and may not be copied or used without prior approval. You may not modify the information or materials displayed on or that can be downloaded from this Site in any way or reproduce or publicly display, perform, or distribute or otherwise use any such information or materials for any public or commercial purpose. Any unauthorized use of any such information or materials may violate copyright laws, trademark laws, laws of privacy and publicity, and other laws and regulations.
8. Force majeure: Whilst we will endeavor to comply with our obligations in a timely manner we will incur no liability whatsoever for any partial or non-performance of our obligations by reason of any cause beyond our reasonable control including but not limited to any communications, systems or computer failure, market default, Suspension, failure or closure, or the imposition or change (including a change of interpretation) of any law or governmental or regulatory requirement and we shall not be held liable for any loss you may incur as a result thereof.

1. Without prejudice to the generality of this clause, the following events shall be considered as an event of force majeure:
  1. Where we are (in our opinion) unable to maintain an orderly market as a consequence of civil unrest, terrorism, strikes, riots or power or communication failure
  2. Excessive volatility in the financial markets;
  3. Suspension, closure or liquidation of underlying markets.
  
2. Without prejudice to the generality of this clause, in the event of force majeure we will be entitled to:
  1. Alter trading times;
  2. Alter the Margin Requirement;
  3. Close or cancel any open contracts/positions.
  
9. Trademarks: Certain trademarks, trade names, service marks and logos used or displayed on this Site are registered and unregistered trademarks, trade names and service marks of Apex Capital and its affiliates. Other trademarks, trade names and service marks used or displayed on this Site are the registered and unregistered trademarks, trade names and service marks of their respective owners. Nothing contained on this Site grants or should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademarks, trade names, service marks or logos displayed on this Site without the written permission of Apex Capital.
  
10. Logins Security: It is your responsibility to maintain your Account at all such times. This includes ensuring that the required level of margin is in place. If you have more than one Account, this responsibility will relate to each Account separately, unless we have agreed otherwise in writing with you.

Every person using a login (whether or not in fact such person is a duly authorized Client) will be deemed to be authorized to enter into

the system and/or (as the case may be) to give any other instructions or communications on behalf of Apex Capital's Client that is represented by the login according to the registration information provided by Apex Capital. Apex Capital will act on such instructions without being obliged to obtain any further written or other

confirmation, and, for the avoidance of doubt, the relevant transaction fees shall become payable.

11. Unlawful usage: You are prohibited from making any unlawful usage of this Site, and are informed and aware of the fact that in addition to these terms and conditions and any and all policies for usage of this Site, you may and are expected to be subjected to

laws and regulations applicable in your or any relevant jurisdiction, including any promulgations related to gambling, securities, taxation and/or anti-money laundering.

Apex Capital does not encourage conduct that would be considered a criminal

offense or give rise to civil liability, or otherwise violate any law. In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions, we may take any action we deem necessary to cure or prevent the violation, including without limitation, the immediate removal of the related materials and/or User from this Site. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

12. User undertakes that any and all information provided by him is true, accurate, complete and up-to-date.

13. User undertakes to indemnify, defend and hold Apex Capital harmless, as well as any and all of its subsidiaries, agents, employees and/or officers, against or from any liabilities, obligations, claims, debts,

expenses etc., in any way connected with any misuse or abuse of the site, information or services provided or contained herein,

Including in particular (but not limited to) any breach of these Terms and Conditions and/or violation of any law whatsoever (including any violation or infringement of any third party rights) and/or any breach of any applicable third party terms and conditions; No Warranties express or implied: USE THIS SITE AT YOUR OWN RISK. THE INFORMATION, MATERIALS AND SERVICES PROVIDED ON OR THROUGH THIS WEBSITE ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-



## INFRINGEMENT OF INTELLECTUAL PROPERTY.

You must read the Risk Warning Notice and all the other documents supplied to you in connection with this Agreement very carefully. DO NOT submit the Online Application Form if you are unsure as to the effects of this Agreement or the nature of the risks involved. By clicking on the “Submit” button and submitting the Online Application Form to us, then you are acknowledging that you have read the documents supplied and that you understand and accept the terms of this Agreement.

14. Apex Capital and/or any or all of its subsidiaries, affiliated companies, agents, employees, lawyers, trustees, bankers and/or officers does not regulate and/or oversee and/or verify the information published on this Site, including articles, trading information, quotes, et cetera. Apex Capital’s sole responsibility and endeavor is to facilitate trading and provide information and articles deemed useful. Apex Capital shall not incur any liability, in any way, or otherwise bear any damages and/or expenses to any user or third party, except for return of last monthly fees (to the extent that such fees were actually paid to Apex Capital), and subject to the terms set herein. Apex Capital shall not be liable to denial of service on any grounds, whether general,

Personal or specific. Apex Capital shall not be liable in any way for information, software, products and/or services provided by third parties. The Site may be, at any time and at Apex Capital sole discretion, be off-line for maintenance or for any other reason, and service may be denied, temporarily and/or continually and/or indefinitely, of any person at no liability to Apex Capital. Apex Capital doesn’t guarantee that you will be able to access the website at any time and location and it doesn’t make any warranties with respect to the web site content. Without limiting the foregoing, Apex Capital will not be held responsible for an impossibility of executing trading orders, due to letdowns in the operation of informational systems due to technical faults, which are beyond its control.

15. Neither Apex Capital nor any of its respective affiliates, subsidiaries, agents, employees and officers warrant the accuracy or completeness of the information, materials or services provided on or through this website. The information, materials and services provided on or through this website may be out of date, and neither Apex Capital nor any of its respective affiliates makes any commitment or assumes any duty to verify, validate or update such information, materials or services. Except as explicitly set herein and under specific conditions, We DO NOT provide any advisory service. All transactions, investments, and decisions are at your own discretion and risk.

16. Apex Capital and/or any or all of its subsidiaries, agents, employees and/or officers, does not assume any responsibility, or will be liable, for any damages to, or any viruses that may infect, your computer, telecommunication equipment, or other property caused by or arising from your access to, use of, or browsing this Site, or your downloading of any information or materials from this Site.

17. IN NO EVENT WILL Apex Capital OR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS, NOR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION OR

TRANSMISSION OF THIS WEBSITE, BE LIABLE TOWARDS YOU OR ANYONE ELSE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION, INCLUDING INTERRUPTION OF SERVICE) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS WEBSITE, ANY WEBSITES LINKED TO THIS WEBSITE, OR THE MATERIALS, INFORMATION OR SERVICES CONTAINED ON ANY OR ALL SUCH WEBSITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE FOREGOING LIMITATIONS OF LIABILITY DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

18. IN THE EVENT OF ANY PROBLEM WITH THIS WEBSITE OR ANY CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THIS WEBSITE. IF YOU ARE A REGISTERED USER YOU MAY RECEIVE A RETURN OF FEES RECEIVED BY Apex Capital WITHIN THE PREVIOUS MONTH WITH RESPECT TO SERVICES THAT WERE FULLY DENIED AS A RESULT OF AN ACT OR OMISSION BY Apex Capital. ALL CLAIMS AGAINST Apex Capital SHALL BECOME OBSOLETE WITHIN 12 MONTHS OF THE OCCURANCE GIVING RISE TO THE CLAIM. IN THE EVENT OF ANY PROBLEM WITH THE INFORMATION, PRODUCTS OR SERVICES THAT YOU HAVE PURCHASED ON OR THROUGH THIS WEBSITE, YOU AGREE THAT YOUR SOLE REMEDY, IF ANY, ASIDE OF THE ABOVE SAID, IS FROM THE 3<sup>rd</sup>

PARTY PROVIDER OF SUCH INFORMATION, PRODUCTS OR SERVICES.

19. The above disclaimers mean that Apex Capital does not undertake to provide any service and/or any and all functionality on the Site. This also means if you believe you have any claim against Apex Capital it should be presented with no delay and shall be null and void within 12 months of the first time it came to be.

20. Revisions to these Terms and Conditions: Without prejudice to the above, User acknowledges and accepts that Apex Capital and its legal advisors are fully entitled at all times to amend, add to and/or revoke any and all of these Terms and Conditions, at its sole discretion, without giving User any notice thereof. Any such amendment, addition or revocation shall become fully effective and binding upon being posted on Site. You should visit this page to review the then-current Terms and Conditions binding on you. Certain provisions of these Terms and Conditions may be added to or Superseded by legal notices or terms located on particular pages of this Site. This means that these Terms and Conditions may be reasonably amended from time to time by Apex Capital, and shall apply to any user immediately. Apex Capital shall maintain a link to these Terms and Conditions on every page on the Site, and state the last date these Terms and Conditions were updated on.
21. Choice of Law; Jurisdiction: These Terms and Conditions supersede any other agreement between you and Apex Capital to the extent necessary to resolve any inconsistency or ambiguity between them. A printed version of these Terms and Conditions will be admissible in judicial and administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The relationship between the Parties shall be governed by, and interpreted in accordance with the laws of Estonia.
22. Dispute Resolution; Arbitration: The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Agreement. If the parties fail to agree upon terms of settlement, either side may submit the dispute to confidential arbitration proceedings by a sole arbitrator under the ICC ADR Rules, whose decision shall be final and binding. The arbitration proceedings shall be conducted in English, in London, UK or another place agreed by Parties. Without derogating of the provisions above, this clause explicitly sets exclusive jurisdiction to said arbitration process, and neither Party shall be entitled to submit any dispute to the courts of its domicile which contradicts said arbitration process. The relationship between the Parties shall be governed by, and interpreted in accordance with the laws of Estonia.

23. **Complaints Policy:** When registering, you will have to provide us with some specific identification information. You are responsible for the security of your account's login and password with Apex Capital. You are solely responsible for any damage caused by reason of any act or

omission resulting in improper or illegal use of your account. You agree to provide accurate and complete information about yourself

during the registration process and you also agree not to impersonate another person or entity, and not to hide your identity for Apex Capital for any reason whatsoever. If you register as a commercial entity, you declare that you have the required authority to bind that entity to this Agreement.

Apex Capital carefully treats the information you provide to us according to the disclosure of information provided during the registration process and privacy policy. Also, note that Apex Capital maintains effective and transparent procedures for reasonable prompt complaint handling for existing and potential retail clients, and we keep records of complaints and measures taken for complaint resolution. The purpose of this procedure is to ensure fair and consistent dealing with client complaints whilst striving to provide the highest level of customer service.

24. **Termination:** You or we may suspend or terminate your account or your use of this Site at any time, for any reason or for no reason. Except for the withdrawal of accumulated funds, you will not be entitled to any remedy for discontinuing the services, all subject to our WD policy and applicable laws and regulations.

We reserve the right to change, suspend, or discontinue all or any aspect of this Site at any time without notice.

25. **Additional Assistance:** If you do not understand any of the foregoing Terms and Conditions or if you have any questions or comments, we invite you to contact us at any time. This means you should contact us beforehand if anything of these Terms and Conditions is unclear, unfair or unacceptable to you.

26. **Our Commitment to Security and Privacy:** To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place the appropriate and reasonable physical, electronic, and managerial procedures to safeguard and secure the information we collect online. Please see our Privacy Policy for further information.

27. Assignment to Third Parties: Apex Capital is fully entitled to assign, grant, transfer or sublicense any and all of its rights provided for herein, including any rights with regards to information or data, wholly or in part, to any third party whatsoever. This means that the agreement between User and Apex Capital on the terms set under the Terms and Conditions may be assigned, in full or in part by Apex Capital but not by the User. These privileges, as well as the limitations of liability, are Apex Capital one-sided prerogatives under these Terms and Conditions but this Site would not be feasible without them.
28. No Waiver: Apex Capital acquiescence to any breach of These Terms and/or failure to exercise any right provided for herein shall be without prejudice to Apex Capital legal rights and remedies, and shall not be held to preclude and/or debar it from exercising or seeking any of the same.
29. Severability: Should any provision herein be deemed void or invalid by any court of law having proper jurisdiction, such provision shall be severed, and shall not in any way vitiate or detract from the effect and/or validity of any or all remaining provisions herein.

This means that if a specific article in these Terms and Conditions is ruled by a competent court as unenforceable for any reason, then such ruling shall only apply to the respective specific articles or provisions and not to this entire agreement.