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## **Time Limit**

The client accepts as part of the conditions, that his account will remain operational until his cancellation request with a prior notice of thirty (30) days. Likewise the client accepts that in the case that there are no registered transactions of three (3) consecutive months on his account and /or , his account shows a balance below 100 USD (a hundred dollars), the account and its balance will be considered non-operational.

## **Availability**

This site is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.

## **Promotions**

The Client accepts as part of the condition, that any promotional bonus and/or credit granted to the Client shall be granted under the following conditions:

1. Bonus may only be redeemed once all the conditions below are met accumulatively.
2. Bonus may only be redeemed once during the promotional period per customer per live account.
3. Customers may apply for only one Dynamic Trade promotional offer during the promotion period.
4. Dynamic Trade, in its sole discretion, will determine if a customer's deposit and trading activity are entitled to retain a promotional bonus.
5. Total refund shall not exceed the initial deposit amount.
6. Withdrawal of bonus funds is contingent upon generating 5000 times the volume of the net deposits.
7. Bonus may only be redeemed when registering with client's real contact details.
8. To claim a bonus, customers are kindly requested to send an email to our Promotions department.

In addition to the above, certain additional conditions may apply.



## **CUSTOMER TRADING AGREEMENT:**

This Client Trading Agreement ("Agreement") is between Dynamic Trade Ltd. and its affiliates ("Dynamic Trade ") and any end user ("Client") (each a "Party" and together, the "Parties") and applies to any dealings between them. This Agreement incorporates by reference any additional appendices, including but limited to the Risk Disclosure and Declaration of Beneficial Ownership.

### **1. General Rules**

1.1. Services. Client may enter into transactions with Dynamic Trade, in connection with spot and forward foreign currency contracts, foreign currencies swap transactions, and such other transactions as Dynamic Trade may from time to time make available (the "Services").

1.2. Margin. The Services may involve margined transactions, requiring Client to deposit cash to secure its obligations under this Agreement ("Security Margin").

1.3. Direct Relationship. Unless otherwise agreed in writing, Dynamic Trade and Client each enter into this Agreement as principal and Dynamic Trade will not accept an undisclosed/unapproved principal acting through Client. With regard to such a principal, Client agrees to provide Dynamic Trade with its identity, personal information, and other information that Dynamic Trade may seek.

1.4. No Recommendation or Solicitation. Dynamic Trade does not recommend, solicit, offer, advise, suggest, concur on the merits of, or otherwise provide any opinion whether to buy or sell any currency or to engage in any other transaction. Neither the availability of the Services nor any communication by anyone associated with Dynamic Trade should be construed in this manner.

1.5. Errors. Quotations provided by Dynamic Trade, via third parties or otherwise, may be incorrect for any reason. Following a transaction involving such quotation errors, Dynamic Trade in its discretion reserves the right to correct the affected account balance. Any dispute arising from such errors or corrections will be resolved on the basis of the fair market value of the relevant currency at the time of the error.



1.6. Market Fluctuations. Client acknowledges that the market for currency is subject to sudden changes due news events and other announcements, acts of war or terrorism, power failures, strikes or civil commotions, business trends, political developments, fluctuations in other financial and commodity markets, and other factors beyond Dynamic Trade's control. Dynamic Trade may determine in its sole discretion that an emergency or exceptional market condition exists, in which case it reserves the right to impose trading limits or special terms, cancel or suspend any transaction, or close an account.

1.7. Minimum Duration of Trade. Any transaction closed within 120 seconds from opening time shall be regarded as “Scalping”. Dynamic Trade shall reserve the right to cancel such transactions without prior notice.

1.8. Trading Indices. The Client hereby acknowledge that he is aware that in the case of Contract for Difference (CFD) trade, Dynamic Trade shall open its trading within 5 minutes of the opening of the relevant market. Dynamic Trade reserves the right not to accept any trade of such instrument during the first 5 minutes of the trading day. Dynamic Trade reserves its right to cancel any trade, in its own discretion, of such instrument made during the first 5 minutes of the trading day.

## 2. Client Instructions and Order Execution

2.1. Client may provide oral or written instructions to Dynamic Trade to place an order. Written instructions may be given by letter, fax, the Dynamic Trade website, cellular or other electronic means of communication. Oral instructions may be given in person or by telephone, but Dynamic Trade may require written memorialization of such instruction. Once an instruction has been given, it cannot be rescinded, withdrawn or amended without Dynamic Trade's express consent. Dynamic Trade shall not be obligated to confirm instructions.

2.2. Dynamic Trade may request new instructions from Client, which shall provide them promptly.

2.3. Client shall advise Dynamic Trade of the identity of any persons authorized to give instructions. Such notice shall be in writing and shall set out the names and specimen signatures of the persons so authorized. Any such authority may be revoked by notice in writing by the Client but such revocation shall only be effective upon written confirmation by Dynamic Trade.



2.4. The Client will be solely responsible for all orders, and for the accuracy of all information, transmitted via the Internet using Client's name or personal identification code. Such transmission shall not give rise to a binding contract between Dynamic Trade and Client until Dynamic Trade accepts or acts upon it.

2.5. If Dynamic Trade does not receive instructions from Client to settle open positions by the close of a given business day, Dynamic Trade is authorized (but not obligated) to rollover orders to the next business day.

2.6. In case a rollover, as described in section 2.5 above, is made, the Client will be charged with a fixed fee of 0.01% of its trading account current exposure on 00:00 GMT regardless of any interest rates differences.

2.7. Dynamic Trade shall not be liable, and Client shall defend, indemnify, and hold harmless Dynamic Trade, for any loss, expense, cost or liability, arising from error in instructions; instructions or other communications transmitted over the Internet; Client's failure to notify of revocation of authority; Client's failure to issue new instructions on Dynamic Trade's request; remedial measures by Dynamic Trade in its absolute discretion upon such failure; Dynamic Trade 's actions on instructions transmitted via the Internet using Client's name or personal identification code or from an individual who appears mistakenly to Dynamic Trade to be an authorized person; or Dynamic Trade 's refusal for any reason or no reason to act upon instructions.

2.8. Withdrawal Instructions- The Client may withdraw all or part of the funds deposited with Dynamic Trade upon the fulfillment of the following accumulative conditions:

2.8.1. It has provided all compliance or any other required documents to Dynamic Trade.

2.8.2. It has completed and signed the designated Dynamic Trade "Withdrawal Request Form", providing all the necessary information stated in the form.

2.8.3. It does not hold any open positions in the Client's trading account with Dynamic Trade.

2.8.4. It had sent the completed "Withdrawal Request Form" to the Dynamic Trade Client support via fax or e mail.



2.9. Dynamic Trade shall execute the Client's withdrawal within 96 working hours once all the above conditions are met and upon approval of such by the Dynamic Trade Back Office Department. The Client acknowledges that fund transfer times may vary according to its account type, issuing bank, intermediary bank, receiving bank, destination country or any other 3rd party involved in the transfer of funds. Dynamic Trade shall not be liable for any fund transfer delay caused by such 3rd party.

2.10. The Client acknowledges that the requested transfer of funds may be charged with additional transfer fees from 3rd parties to the transfer. Dynamic Trade does not charge any withdrawal fees. In addition, the Client acknowledges that in case the received funds are converted to any other currency other than US Dollars, some exchange fees may apply.

2.11. Should a withdrawal request had failed to meet the withdrawal accumulative conditions set out in section 2.8 above; the withdrawal request will be cancelled within 30 days of its request and the Client may re request for the withdrawal. Such withdrawal re request shall be subject to the withdrawal general terms as set out above.

2.12. The Client acknowledges that Anti Money Laundering Regulations does not allow the transfer of fund to any 3rd party other than the beneficial owner of the Dynamic Trade trading account. In addition, Dynamic Trade may require further documentation regarding the origin of funds and/or the beneficial owner.

### 3. Client Representations

The Client hereby represents that:

3.1. it has read and understood, and agrees to the terms and conditions of this Agreement;

3.2. it understands the high degree of risk associated with foreign currency trading subject to unknown market movements and other factors which can give rise to losses exceeding the Client's original Security Margin, and that it can afford to lose the sums that it remits to Dynamic Trade and incur additional losses;



3.3. it does not have any legal disability with respect to, and is not subject to any law or regulation which prevents its performance of, this Agreement or any contract contemplated by this Agreement;

3.4. it has obtained all necessary consents and has the authority to enter into this Agreement (and if the Client is a corporation or similar entity, it is properly empowered and has obtained necessary authority pursuant to its organizational charter);

3.5. subject to this Agreement, all sums remitted to satisfy the Security Margin are and shall at all times remain free from any charge, lien, pledge or encumbrance;

3.6. it is in compliance with all laws to which it is subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements;

3.7. the information provided by it to Dynamic Trade is complete, accurate and not misleading;

3.8. the foreign exchange market is unregulated and as such, it understands that will not benefit from any statutory or other compensation scheme in respect of the Services;

#### 4. Margin Requirements

4.1. The Client shall remit to Dynamic Trade such amounts of money as required by Dynamic Trade, in a currency acceptable to Dynamic Trade, to cover Client's Security Margin and any account debit balance.

4.2. Dynamic Trade will have no obligation to ensure Security Margin requirements have been satisfied by the Client before effecting an order and the Client's payment obligations will not be diminished by any failure by Dynamic Trade to enforce payment of outstanding Security Margins prior to entering into the transaction.



4.3. Dynamic Trade may use any money received from the Client in order to satisfy Dynamic Trade obligations related to such Client to any third party and Dynamic Trade shall not be obliged to account to the Client for any resulting income received by Dynamic Trade.

4.4. The Client shall promptly deliver any money payable by it under a third-party contract in accordance with both the terms of that contract and with any instructions given by Dynamic Trade for the purpose of enabling Dynamic Trade to perform its obligations under such contract.

4.5. Dynamic Trade may (but shall not be obligated to) convert into another currency at an exchange rate acceptable to Dynamic Trade any Client monies held by it as Dynamic Trade considers necessary or desirable to satisfy Client's obligations and liabilities.

4.6. If the Client fails to satisfy a required Security Margin or other sum due under this Agreement, Dynamic Trade may close out any or all open positions without prior notice and apply any proceeds thereof to payment of any amounts due to Dynamic Trade. Dynamic Trade reserves the right to return funds deposited by Client at any time with or without reason.

## 5. Spread rates, Margin and Leverage

5.1. Dynamic Trade reserves the right to modify Security Margin requirements in line with the size of the Client's deposit, size of transactions, market conditions characterized by particular volatility or lack of liquidity, or other factors determined by Dynamic Trade. Dynamic Trade reserves the right to offer different spread rates in accordance with the size of the Client's Security Margin and/or positions.

5.2. Client is wholly responsible for verifying the activity of its accounts, as well its Security Margin requirement. Such requirements are available upon request or on the Dynamic Trade website.



## 6. Right of Pledge, Lien, Set-Off and Retention

Dynamic Trade shall, at any time and without prejudice to any other rights Dynamic Trade may have, be entitled to combine or consolidate separate Client accounts, offset against each other the balances of any Client accounts (regardless of designation or currency of the account) or offset each balance individually. For any Dynamic Trade claims arising from Services relating to Client, irrespective of the maturity dates of such claims or of the currencies in which they are denominated, Dynamic Trade shall have a right of lien and pledge, and a right of retention, on all assets or security held in Client's name or otherwise deposited with Dynamic Trade, or any guarantee or indemnity given to or owed Dynamic Trade by Client.

## 7. Default

Without prior notice to, or receipt of further authority from the Client, Dynamic Trade shall have the right to close out all or any part of any position or account of Client, upon or at any time after the occurrence of any of the following events:

7.1. Client fails to make any payment due under this Agreement promptly;

7.2. Client fails to observe or perform in whole or in part any of the provisions of this Agreement or commits a breach of this Agreement;

7.3. Client maintains parallel accounts for the purpose of arbitraging Dynamic Trade promotions or policies, in Dynamic Trade's sole discretion;

7.4. Client dies, is declared absent or becomes of unsound mind;

7.5. A bankruptcy petition is filed in respect of the Client or, if a partnership, in respect of one or more of its partners or, if a company, any steps are taken or proceedings initiated or protection sought under any applicable bankruptcy reorganization or insolvency law by it in respect of itself or against it including, without limitation, the taking of any steps for the appointment of a receiver, trustee, administrator or similar officer to be appointed over its undertaking or assets or any part of them;



7.6. Client performs a credit card chargeback. In this case, any Client accounts will be frozen and all positions will be closed at the end of the trading day in a manner prescribed by Dynamic Trade;

7.7. Dynamic Trade or the Client is requested to close out a position or any part of a position by any governmental or regulatory agency or authority;

7.8. Dynamic Trade considers it necessary for its own protection;

7.9. The Client acknowledges Dynamic Trade's right to close out all or any part of any open position of the Client held by Dynamic Trade should a negative result of these positions lead to surpass the required Security Margin.

7.10. Client who engages or suspected in what is deemed, illegitimate, unlawful, unethical system abuse, system arbitrage, quotation arbitrage or any other trade that may be deemed at one point or another as a violation of trading standards be it based on the amount of time the transaction was opened or by virtue of the fact that the trade was opened inadvertently at an incorrect price, time, or instrument.

## 8. Internet and electronic trading

Dynamic Trade shall not be liable for any claims, losses, damages, costs or expenses, caused directly or indirectly, by any breakdown or failure of any transmission or communication system or computer facility, whether belonging to Dynamic Trade, Client, any market, or any settlement or clearing system.

## 9. Tape recording of Conversation

The Client acknowledges that Dynamic Trade may record all telephone conversations between the Parties. Such recordings or transcripts thereof shall remain the property of Dynamic Trade and Client consents to their use as evidence by Dynamic Trade in any dispute or anticipated dispute between the Parties under this Agreement. Any such recordings or transcripts made by Dynamic Trade may be destroyed by it in accordance with its usual practice.



## 10. Amendments to the Agreement

Dynamic Trade reserves the right to amend this Agreement at any time by posting on the Dynamic Trade website.

## 11. Jurisdiction

The Agreement will be interpreted in accordance with the law of the British Virgin Islands. For any disputes arising under this Agreement, the Parties hereby submit to the exclusive jurisdiction of the courts sitting in the British Virgin Islands. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.



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(vii) Agrees that notwithstanding any other provision of this Contract, the User acknowledges that where the Services include any information and/or data obtained or derived from any of the Sources, such Sources accept no liability whatsoever for such data or information.

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