TICKMILL
SEYCHELLES

General Terms & Conditions

Social Trading

The Client, ("the User"), hereby acknowledges and confirms that Client understands the concept of having the ability to use the Social Trading Platform, ("the Platform"), as is and as the access is provided by any of the Tickmill entities, hereinafter referred to under the brand name, "Tickmill", and the Client agrees that by his/her acceptance of the general terms and conditions related to the use of the platform:

By clicking on the "I Accept" checkbox, Client confirms to reading, understanding, and consenting to the terms and conditions hereinbelow:

1. The Platform, and all information on the Platform is for educational and/or social purposes, and is not intended to provide legal, tax and/or investment advice. Tickmill does not provide any advice in any sort of mode, and only provides the access to the platform, whereby Client has the full and ultimate responsibility for his/her own decisions and trading strategies, from time to time.

2. These terms and conditions do not override and/or replace in any aspect any existing Tickmill documentation and/or agreements and/or disclosures, including among others the Client Agreement and Terms of Business. These terms and conditions are supplementary to all existing documentation.

3. No guarantee is represented from any statements about strategy, profits and/or income, whether express or implied and/or otherwise.

4. The Platform's services can be used as an assistance to its Users to test, evaluate and select other User's investment strategy by providing detailed account information, trading records, risk profile and other information. All of the above should be considered by the User before

• **Tickmill Ltd | Regulated by:** Financial Services Authority (FSA Seychelles) | Licence no. SD 008
• **Registered Address:** 3, F28-F29 Eden Plaza, Eden Island, Mahe, Seychelles
• **Email address:** support@tickmill.com
• **Phone number:** +248 434 7072

selecting to mirror other trading account(s). Not limited to the aforementioned factors, Users before copying the trading of another User, shall examine whether he/she shares the same appetite for risk and their respective investment objectives. Ultimately, Clients/Users, should carry out their own independent research before deciding whether and how to invest, while always keeping in mind that trading carries high risk and is not suitable for all investors. Losses can exceed the initial investment. The Client should ensure that he/she fully understands the risks and take appropriate measures to manage the risk.

5. It is hereby reconfirmed that Tickmill, through the Platform does not provide investment advice, nor provide any personalized investment recommendations and/or advise the Client on the merits of any investments, either with respect to the Social Trading Platform's/Copying Trades services and/or any Service(s) related thereto. tickmill.com

6. The Client is solely responsible for determining whether any investment, investment strategy or related transaction presented in the Social Trading Platform and/or otherwise, is appropriate for Client based on your personal investment objective, financial circumstances, and risk tolerance. Client should consult his/her legal and/or tax professional regarding Client's financial situation.

7. Client understands and agrees that none of the other clients/users, and/or members of the Social Trading Platform, nor Tickmill personnel, are authorized by Tickmill or permitted, as per the respective Tickmill license conditions, to give Client any investment advice and/or make investment recommendations. Accordingly, Client should not regard

any written and/or oral communication from Tickmill and/or Social Trading Platform's users as investment recommendations and/or advice or as expressing views as to whether a particular trade is suitable for Client or meets Client's financial objectives. The Client must rely on his/her own judgment for any investment decision made in relation to Client's account(s). If you require investment or tax advice, you should contact an independent investment or tax advice.

8. The Client/User, acknowledges and understands that the Social Trading Platform may include general news and information, personal opinions and views, commentary, analysis, research reports and data concerning the foreign exchange and financial instruments market and other subjects. This content is and/or may be supplied by persons that are not affiliated with Tickmill.

9. Tickmill shall not be liable for any loss, expense, cost and/or liability suffered or incurred by the Client as a result of instructions, strategies, analysis, reports, data, comments, opinions and views being given, or any other communications being made, through the Social Trading Platform.

10. The Client/User, acknowledges and understands that the use of the Social Trading Platform and any post of content made by him/her, shall be governed by specific rules regarding what types of posts are allowed and not allowed, as the case may be from time to time.

    10.1. any content must belong to the user and that there is not any violation of privacy rights, publicity rights, copyright, contract rights and/or any other rights of any individual or make derogatory remarks regarding, defame or otherwise criticize any person or entity. For any infringement of the aforementioned rights, the user shall be personally and legally liable.

10.2. the User must not offer any type of investment advice or any other service, if for the said service is mandatory to hold a specific license and/or be authorized by a regulating authority, in such User’s jurisdiction in which he/she finds himself.

10.3. the User must not represent in any way that the content of his/her posts are accepted, endorsed, warranted, guaranteed and otherwise by Tickmill, and/or any of the employees of Tickmill.

10.4. the User must not advertise or promote another business or service, or any type of commercial content including spam. It is further understood by the User that the User is not authorized and may not post URLs that directs our clients to their own webpages. tickmill.com

10.5. the client must not post anything that constitutes to, or encourages, abuse, bullying, racism, misogyny, hatefulness, violent behavior and/or any other type of discrimination against people and sexually explicit content.

10.6. the user should avoid at best any form of communication which can be seen as misleading or cause the confusion to the rest of the users.

11. Tickmill reserves its right to monitor and review the activities and posts of the Social Trading Platform. In case of breach of any of the

terms and conditions, such behavior will not be tolerated by Tickmill, and immediate action will be taken. The Client understands and agrees that Tickmill has the right to delete the post/comment, at any time. If it is deemed necessary, Tickmill, may proceed to terminate the contract with the respective Client and/or freeze his/her account – after informing the user when his/her contract with the Company will be terminated and the reasons for such measure.

12. By posting content on the Platform, the Client/User, specifically grants Tickmill, with a non□exclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide license to use, copy, duplicate, store, present and/or publish all or any part of such content, and Tickmill shall be free to use such content, in any manner or media whatsoever, on an unrestricted basis and without any attribution or royalties or other compensation to the Client, including without limitation, our website, advertisements, in printed media, and in newspapers.

13. The Client/User hereby authorizes Tickmill to limit and/or withhold any "social trading/copy trades" services based on the Client's investment profile and Tickmill's ongoing suitability assessments in accordance with its policies and procedures, if applicable, to respective Client/User.

14. The Client/User further authorizes Tickmill to execute any and all transactions and/or positions undertaken by the Client/User's account, portfolio and/or strategy the Client carries out, including without limitation, Social Trading/Copying Trades, and/or strategy and setting limits to any position (including copy position). These actions are done automatically once initiated by the Client and do not require any prior consultation, consent or approval of ongoing activity/copied trades.

• **Tickmill Ltd | Regulated by:** Financial Services Authority (FSA Seychelles) | Licence no. SD 008
• **Registered Address:** 3, F28-F29 Eden Plaza, Eden Island, Mahe, Seychelles
• **Email address:** support@tickmill.com
• **Phone number:** +248 434 7072

The Client hereby confirms and acknowledges that at any time, and upon Tickmill's sole discretion, Tickmill reserves the right to stop, pause, restrict and/or limit any Social Trading/Copying Trades activity, performed by the Client.

15. The Client shall always remain solely responsible for both monitoring, selecting and assessing the suitability of the copied accounts/accounts, and the overall performance of the copied trader, account, portfolio and/or strategy, as the case may be. Additionally, when Social Trading/Copying Trades a Company's Portfolio, the Client further authorizes Tickmill:

15.1. to copy or stop copying any trader, account, portfolio and/or strategy, at its sole and absolute discretion; and/or

15.2. to open and/or close any position available on Tickmill's platforms, websites, and/or applications, at its sole and absolute discretion to set limits to any position (including copy position); and/or tickmill.com

15.3. to update and/or amend the policy, the objectives, the structure and/or composition of any Company's Portfolio, at its sole and absolute discretion, with or without notice to its copiers; and/or

15.4. to close any such account, portfolio and/or strategy, at its sole and absolute discretion, with or without notice to its copiers/users.

16. Tickmill, shall continue to be committed to exercising reasonable endeavors to monitor the performance of copied trader, account, portfolio and/or strategy, against parameters established by it, which may include, risk behavior, profitability, drawdown and any other parameters deemed relevant by Tickmill, and to stop, and/or freeze, block, any trader, account, portfolio and/or strategy from being copied. In furtherance to Tickmill's authorization set forth herein.
17. It is the Client's responsibility to check for updates regularly, and to ask for further clarifications should the Client require so. Client should contact the customer support at any stage during the business relationship with Tickmill.

18. Tickmill and Client/User hereby acknowledge and agree that, to the maximum extent permissible under the applicable law, Tickmill, will not be liable for:

    18.1. any loss arising from adhering to the Client's written and/or oral instructions; or

    18.2. any loss that the Client may suffer by reason of any decision made or other action taken by an account elected to be copied by the Client, including without limitation, a Company's Portfolio, or

    18.3. specifically, any loss arising from any investment decision made or other action taken or omitted in good faith by any copied account, strategy and/or portfolio, including without limitation a Company's Portfolio. Nothing in these terms and conditions will waive or limit any rights that the Client may have under any applicable laws which may not be waived or limited.

• **Tickmill Ltd | Regulated by:** Financial Services Authority (FSA Seychelles) | Licence no. SD 008
• **Registered Address:** 3, F28-F29 Eden Plaza, Eden Island, Mahe, Seychelles
• **Email address:** support@tickmill.com
• **Phone number:** +248 434 7072

19. Client understands when using the Platform, and/or any "signals", Client agrees to Tickmill's privacy policy, and the terms of use stated by each Tickmill entity respectively. It is highly recommended to Client, to read this document carefully, together with any other account opening documentation and client agreement, terms of business, risk disclosures, as they contain the details related to activities performed by Client. If there is anything in these terms and conditions of the document which you do not understand or with which you do not agree, do not use our Services. Trading carries high risk at all times.

20. Tickmill does not guarantee the accuracy, correctness, or completeness of information available from the service provided via the Platform, and therefore will not be liable for any loss incurred. The use of "Signals" does not provide investment advice, nor provide any personalized investment recommendations and/or advice in deciding to trade. No guarantee is made that any user of this service will or is likely to achieve results advised by widgets/signals. Client understands that there may be difference between "performance" and "the actual results" reached by any trading platform. Client understands that there are many influencing factors related to either the market, in general, or to the specific implementation of any signals, volatility, which can affect actual trading buy/sell results. Past results are not indicative of future results, and as such the Client confirms understanding and acceptance that past performance tickmill.com is not an indication of the future performance, and there are no guarantees to any Users/Client's for the same performance at any time.

- **Tickmill Ltd | Regulated by:** Financial Services Authority (FSA Seychelles) | Licence no. SD 008
- **Registered Address:** 3, F28-F29 Eden Plaza, Eden Island, Mahe, Seychelles
- **Email address:** support@tickmill.com
- **Phone number:** +248 434 7072

21. Client confirms having considered his/her entire financial situation including financial commitments and Client understands that Trading is highly speculative and that Client may sustain significant losses.

22. Tickmill will not be liable for the acts, omissions and/or with regards to delay or non-delivery of any means of notifications in regard to signals alerts or calendar event alerts. It should not be presumed that the methods, techniques, or indicators presented will result in profits or that they will not result in losses.

23. Tickmill expressly disclaims all liability from actions or transactions arising out of the usage of the Platform and/or its content. By using the specific service, you expressly agree to hold Tickmill harmless against any claims whatsoever and confirm that your actions are at your sole discretion and risk.

24. The platform may contain certain historical information, which is not current and is provided for Client/User's reference only. Tickmill reserves the right to modify the contents of this service at any time, and Tickmill reserves the right and confirms that Tickmill have no obligation to update any information on this Social Platform. Client agrees that it is Client's responsibility to always monitor his/her account(s) and any changes made, and to contact Tickmill timeously.

25. Tickmill reserves the right, at any time and for any reason, to discontinue, redesign, modify, enhance, change, patch the software and/or the Services including without limitation, the structure, specifications, "look and feel" navigation, features and other elements of the Platform and website and/or the Services or any part thereof, as the case may be. In addition, Tickmill reserves the right to review fees,

• **Tickmill Ltd | Regulated by:** Financial Services Authority (FSA Seychelles) | Licence no. SD 008
• **Registered Address:** 3, F28-F29 Eden Plaza, Eden Island, Mahe, Seychelles
• **Email address:** support@tickmill.com
• **Phone number:** +248 434 7072

charges and commissions for the services, as may be applicable from time to time.

26. Tickmill will not be liable for any compensation and/or fee and/or cost related to or for any Signals used or followed through this Platform by any party, as such it is understood by the User(s) of the Platform that this is a relationship between only the Provider and the Follower, and Tickmill is not part or member in any way with such arrangements, including any related fees/costs. Irrespective of this, Tickmill reserves the right to monitor these types of arrangements and/or agreements and/or otherwise and in case that the User(s) abuse the system in any way, shape or mode, or/and to escape his/her liability to compensate the Provider/User as the case may be, then Tickmill shall have the right to reject withdrawal requests of the Follower/User and deduct funds from his/her wallet to set off any due and liable fees.

27. The User(s) which can be either the "Follower" and/or "Provider" of any Signal and/or information displayed on Platform, do hereby acknowledge and agree that some of their financial information such as the equity as example, may be disclosed publicly to join the Social Trading Platform. The purpose of such disclosure is to ensure transparency among the Platform's users, and to associate the financial information with the said User to ensure the tickmill.com transparency for both Users that being either the Follower and/or Provider at any stage, for pure transparency purposes, however, not any other personal details will be disclosed, without the consent provided by the relevant User(s).

28. The User of the Platform understands and agrees that Tickmill merely provides the access to the Platform, and the User may be described

interchangeably as “Follower” or “Provider” of the Trading Signals as the case may be from time to time depending on trading activity undertaken by the User at any given time, that is either “Following” the others or “Providing” any form of trend, strategy or provision of any information, which is to be used on a “as is” basis on their own risk.

- **Tickmill Ltd | Regulated by:** Financial Services Authority (FSA Seychelles) | Licence no. SD 008
- **Registered Address:** 3, F28-F29 Eden Plaza, Eden Island, Mahe, Seychelles
- **Email address:** support@tickmill.com
- **Phone number:** +248 434 7072