



Online Terms & Conditions
Moga International Group LLC

NOTE:

Please read these terms and conditions carefully. By accessing this site and any pages thereof, you agree to be bound by the Terms and Conditions below. If you do not agree to the Terms and Conditions below, do not access this site or any pages thereof. These Terms and Conditions apply to the MOGA SV website and MT4 system.

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Online Access

In order to use our online Foreign Exchange dealing service (online facility) you will need to request a username and password (access code) from us when you provide your details in the online application form. We are entitled to reject your application to use the online facility at our discretion, and we do not allow people below the age of 18 to use the online facility. We will not be responsible for any loss or damage incurred while using the online facility.

In relation to the access code, you acknowledge and undertake that:

- a. the access code is confidential and you will be responsible for the confidentiality and use of your access code;
- b. other than with our prior written consent, you will not disclose your access code to persons other than your Authorised Representatives for any purpose;
- c. you will ensure that your Authorised Representative maintains the confidentiality of the access code;
- d. we may rely on all instructions, orders or other communications entered using your access code, and you will be bound by any transaction entered into or expense incurred on your behalf in reliance on such instructions, orders or other communications;
- e. you will immediately notify us if you become aware of the loss, theft or disclosure to any third party, or of any unauthorised use of your access code; and
- f. you are responsible to us for, and you indemnify us against any losses arising from the unauthorised use of your access code.

Subject to this agreement, we grant you a licence to use the online facility; If we have a reasonable belief that you have breached the Terms and Conditions, we have the right to close your account with immediate effect and to recover any losses that we may have sustained as a result of your breach.

Online Trading Rules

1. The online facility can only be accessed using your access code, which you will need to provide each time that you wish to use the online facility.
2. We are entitled to rely on all instructions given by you, on your behalf or apparently on your behalf, using your access code. We will not be liable for any loss caused by acting on instructions given using your access code.
3. You must not enter into a Foreign Exchange contract through the online facility if it would breach, or cause us to breach any other laws.
4. You may place orders to enter into a Transaction through the online facility. You are solely responsible for placing orders and for all errors made when placing orders through the online facility.
5. An order placed through the online facility will only be taken to have been authorised at the time that we accept the order for order processing, and not before that time.
6. If you wish to amend or cancel a Transaction placed through the online facility, you must give us specific instructions for the amendment or cancellation of that order.
7. If a Transaction has been partially executed before it is cancelled, you are responsible for settling that part of the order which has been executed.
8. We may, at our discretion, and at any time, without prior notice, suspend, restrict or withdraw your access to the online facility. If we believe that you have supplied your access code to other persons in breach of this agreement, we may terminate this agreement and your access to, and use of the online facility immediately.

Electronic Communications

1. You agree not to contest the validity or enforceability of any electronic communications between you and ourselves.
2. If a failure, interruption or malfunction of electronic communication between the parties prevents a Transaction from being placed, cancelled or amended, neither party will be liable to the other party for any loss caused by that failure, interruption or malfunction.
3. You acknowledge that, in using the online facility:
 - a. There may be delays in processing an order or instruction to amend or cancel a Transaction;
 - b. A Transaction may be wholly or partly completed before an instruction for its amendment or cancellation is processed; and
 - c. You remain liable for the original Transaction until any relevant amendment or cancellation is accepted and effected by us.

You Will Not be Provided with Investment Advice

Unless otherwise expressly stated to the contrary, this website is not designed for the purpose of providing personal financial or investment advice. Information provided does not take into account your particular investment objectives, financial situation or investment needs.

You should assess whether the information on this website is appropriate to your particular investment objectives, financial situation and investment needs. You should do this before making an investment decision on the basis of the information on this website. You can either make this assessment yourself or seek the assistance of an independent financial adviser.

Unless otherwise expressly stated to the contrary, the information on this website is not a recommendation to invest in any financial products or services offered by any member of the MOGA SV group of companies.

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The information and material contained in these pages, and the terms, conditions and descriptions that appear, are subject to change. Unauthorised use of MOGA SV's websites and systems including, but not limited to unauthorised entry into MOGA SV's systems, misuse of passwords or misuse of any information posted on a site, is strictly prohibited. Not all products and services are available in all geographical areas. Your eligibility for particular products and services is subject to final determination by MOGA SV and/or its affiliates.

Market Data

With respect to any market data or other information that we or any third party service provider display on the Website, (a) such data is indicative only, and we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (b) we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information; and (c) such data or information is proprietary to us and/or any such provider, and you are not permitted to retransmit, redistribute, publish, disclose or display, in whole or in part, such data or information to third parties except as may be required by any law or regulation.

Investment Performance

Unless otherwise stated to the contrary, no MOGA SV company guarantees any particular rate or return, the performance of any investment or the repayment of capital from any investment. Investment is subject to investment and other risks. Possible risks could include delays in repayment and loss of income or capital invested.

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Information Contained Herein

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No Warranty

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Governing Law

These Terms and Condition can be modified at any time by MOGA SV, and you agree to continue to be bound by these Terms and Conditions, as modified. We will give you notice of these changes by publishing revised Terms and Conditions on this website - we will not separately notify you of these changes.

If the whole or any part of a provision of these Terms and Conditions is void, unenforceable or illegal in a

jurisdiction, it is severed for that jurisdiction. The remainder of the Terms and Conditions has full force and effect, and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect, if the severance alters the basic nature of the Terms and Conditions or is contrary to public policy.

Deposit and Withdrawal Procedures

AUTOMATIC WITHDRAWAL SYSTEM!

We are proud to present our new automated withdrawal system, providing our traders with the quickest, safest and most efficient withdrawals on the market. The new withdrawal system has been introduced to make your trading experience that much simpler at MOGA SV!

Using the system is as simple as a few clicks:

1. Make your withdrawal request in **your account**
2. Receive a **verification** number & email
3. View the **status** of your withdrawal request

It's simple to trade with MOGA SV, as you can now trade and withdraw funds easily. From now on your experience is complete with our user-friendly automated withdrawal system

Credit Card Deposits

When choosing an account base currency other than USD, Client's credit card may be debited sums which due to exchange rates and credit card companies' fees, may slightly vary from the initial sum that has been deposited by Client in the account base currency.

Client hereby accepts that such variations may occur and hereby affirms that Client shall not seek to object or charge this back.

When depositing by a Bank Transfer, as required by Anti Money Laundering regulations, Client is required to use only one bank account, which is in Client's country of residence and in Client's name. An authentic SWIFT receipt, showing the origin of the funds, must be sent to MOGA SV.

Failure to submit such SWIFT may result in the return of the deposited amount, hence preventing the deposit of such pending amounts to Client's account.

Any withdrawal of funds, from Client's MOGA SV account to a bank account, can only be refunded to the same bank account that the funds were originally received from.

Alternative Payment Methods (internet payment vendors; money transfer services; etc.)

When depositing funds using a facility other than credit cards and/or banks, you agree to, and

acknowledge being bound by, the regulations and rules of such service, including, but not limited to, fees and other restrictions.

MOGA SV, at its sole discretion, may execute withdrawals to a facility other than the facility used for the original deposit, in accordance with Anti Money-Laundering regulations.

Client acknowledges and accepts the following procedures with respect to deposits and withdrawals to accounts:

Withdrawal orders

The provision of documentation as may be required from time to time by AML (Anti Money Laundering) regulations, credit card companies and MOGA SV, is a prerequisite, prior to the execution of a withdrawal order.

Credit card deposits may be, according to credit card companies' regulations, returned to the same credit card when a withdrawal is performed.

A withdrawal to a bank account where initial deposits have been performed by credit cards will be executed back to credit card (first 180 days) or to the bank account within three business days, at the Company's sole discretion.

Withdrawals to bank account may take a longer time period, due to additional security procedures.

Withdrawals and bonuses

The Client shall be entitled to withdraw any bonus received, in accordance with the Terms and Conditions, only after executing a number of lots equal to $0.2 * \text{Bonus} = \text{number of lots required}$.

If a client requests to withdraw before executing the number of required lots, the bonus will be deducted from his total balance.

Withdrawal of profits after receiving a bonus:

If the deposit was withdrawn immediately after the Bonus receipt, the company reserves the right to cancel the Bonus for this trading account.

In order to obtain the Bonus, it is necessary to pass the procedure of identification by sending high-quality scanned copies of identification documents, as further stipulated in the Terms and Conditions.

Refund Policy

Under the company's fraud-protection policy regarding credit card transactions, clients who have deposited funds into their trading account via a credit card may make withdrawals up to their deposit

amount back to the same credit card in the first 180 days of the initial deposit. Withdrawal of funds exceeding the initial deposit amount within the first 180 days may be made via alternative withdrawal options.