



## **General Terms of Use WeTrade Capital Limited**

These terms of use ("Terms") constitute a legally binding agreement between you (hereinafter referred to as "User" or "Users") and WeTrade Capital Limited (hereinafter referred to as "WeTrade" or "the Company") with licence number: MB/22/0100, which is regulated by the Labuan Financial Services Authority with a registered office at Unit Level 9F (2), Main Office Tower, Financial Park Labuan, Jalan Merdeka, 87000, Federal Territory Labuan, Malaysia.

A client of WeTrade is eligible to open a maximum of eight accounts to provide you with services related to foreign exchange contract transactions (hereinafter referred to as "Services"), WeTrade is committed to the implementation and the compliance of the Anti-Money Laundering / Counter Financing for Terrorism requirements, as and when required.

By downloading and using WeTrade mobile application ("App") and by registering for and opening a WeTrade account ("Account"), you unconditionally accept these terms, and you agree to be bound by and to act in accordance with them.

You accept and agree that you are solely responsible for compliance with all laws, rules, regulations and the requirements of any jurisdiction in which you live or that may be applicable to you.

WeTrade may modify these Terms by providing notice of such changes, such as by sending you an email, providing notice through the Services, updating the "Last Revised" date at the top of these Terms, or by any other means as may be determined by WeTrade. For the avoidance of doubt, using a particular form of notice in some instances does not oblige us to use the same form in other instances. Any changes or modifications will be effective immediately upon WeTrade providing the notice of such changes. These changes will apply at that instant to all then current and subsequent uses of the App and the Account, upon receipt of the changed terms, we assume acknowledgment of such amended terms, or by continuing to access the App, the Account or use of the Services (including the services listed on the App), you confirm your agreement to the modified Terms. If you do not agree to any modification to these Terms, you must stop using the App and the Services. WeTrade encourages you to frequently review the Terms to ensure you understand the terms and conditions that apply to your access to, and use of, the Services. If you have any question regarding the use of the App or Services, please contact our Support Team by filing a support request through the Support Centre.

### **1. LEGAL DECLARATION**

Using the Services to conduct money laundering, smuggling, commercial bribery and all other illegal trading activities are strictly prohibited. If such an event is found, WeTrade will freeze the Account and will immediately report such events to the Relevant Authorities. For these Terms, "Relevant Authorities" shall include any supra-governmental, governmental, state or other authority and shall exclude private non-governmental authorities such as private law firms.



## **2. Users Representation and Warranties**

2.1. You are of sound mind, reached the legal age and has legal capacity for conduct;

2.2. No one other than you has interest in the Account now or in the future;

2.3. You guarantee that even if there is any contrary decision in the future, you are still suitable to engage in foreign exchange contract transactions;

2.4. You are not an employee of any exchange or a company with most of the share capital of any exchange, is not a member of any exchange and/or company registered on any exchange, nor is it any bank, trust or company that trades the same trading products as WeTrade. If you are the employee of an insurance company or becomes of such, you must immediately notify WeTrade in writing.

2.5. All the information provided to WeTrade is true accurate and complete at all times and you undertake to notify WeTrade if there is any change in your information. WeTrade will engage in client foreign exchange contract transactions based on your oral, written, appointed attorney or electronic instructions.

2.6. You hereby declare and warrant that when determining the value of the liability, you have included bills payable to the bank (both secured and unsecured), bills payable to relatives, real estate mortgage loans payable.

2.7 The Company makes no express or implied representation or warranty:

(a) that the Trading Platform will be available for access all the time, or at any time on a continuous uninterrupted basis (access to the Trading Platform may be affected, for example, by routine maintenance, repairs, reconfigurations or upgrades);

(b) as to the operation, quality or functionality of the Trading Platform;

(c) that the Trading Platform will be free of errors or defects; and

(d) that the Trading Platform is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to client's data or other property. The Company will not be liable for any data lost or any equipment or software replaced by the Client as a result of use of the Trading Platform.

## **3. Eligibility**

3.1. The Services are intended solely for Users who are eighteen (18) years old or older and who satisfy the criteria described in these Terms. You represent and warrant that you: (a) are of legal age to form a binding contract (at least eighteen (18) years old); (b) have not previously been suspended or removed from using our Services; (c) are not identified or placed by the appropriate government authority or regulatory agency or any accepted International Agency recognised by or binding on Company in their denied watchlist; and (d) have full power and authority to agree to these Terms.

3.2. You authorise WeTrade or WeTrade 's agent to investigate your credit status and therefore contact such banks, financial institutions and credit institutions when WeTrade considers it appropriate to verify your provided information, including but not limited to your current and past investment activities, when WeTrade deems appropriate, with such futures



brokers, exchanges, brokers/dealers, banks, compliant data centres and any other financial and contact investment institutions.

#### **4. Risk Taking**

4.1. You declare and warrant that the total income, total assets and liabilities are calculated when determining your net asset value.

4.2 Information of the previous performance of a financial instrument does not guarantee its current and/or future performance. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the financial instruments to which the said information refers;

4.3 Some financial instruments may not become immediately liquid as a result, for example, of reduce demand and the Client may not be able to sell them or easily obtain information on the value of these financial instruments or the extent of the associated risks;

4.4 When a financial instrument is traded in a currency other than the currency of the Client's country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance;

4.5 A financial instrument on foreign markets may entail risks different to the usual risks of the markets in the Client's country of residence. In some cases, these risks may be greater. The prospect of profit or loss from transactions on foreign markets is also affected by exchange rate fluctuations;

4.6 A derivative financial instrument (i.e. option, future, forward, swap, contract for difference)

may be a non-delivery spot transaction giving an opportunity to make profit on changes in currency rates, commodity, stock market indices or share prices called the underlying instrument. The value of the derivative financial instrument may be directly affected by the price of the security or any other Underlying Asset which is the object of the acquisition;

4.7 The Client must not purchase a derivative financial instrument unless he is willing to undertake the risks of losing entirely all the money which he has invested and any additional commissions and other expenses incurred;

4.8 Prior to applying for an account the Client should consider carefully whether investing in a specific financial instrument is suitable for him in the light of his circumstances and financial resources;

4.9 The Client shall be responsible for the risks of financial losses caused by the failure of information, hardware or software, Client Terminal, communication, electronic and other systems. The result of any system failure may be that his order is either not executed according to his Orders or it is not executed at all. The Company does not accept any liability in the case of such a failure;

4.10 The Company is not an internet service provider and cannot be responsible for not fulfilling any obligations under the Agreement with its Client because of internet connection failures or public electricity network failures or hacker attacks;

4.11 The Company shall not be held responsible in the case of delays or other errors caused during the transmission of orders and/or messages via computer or other methods of communication;

4.12 The Client will bear the risk of any financial losses caused by the fact that the Client has received with delay or has not received at all any notice from the Company;



4.13 The Client understands that unencrypted information transmitted by e-mail is not protected

from any unauthorized access;

4.14 The Client accepts the risk of any financial losses caused by the unauthorized access of the third party to the Client's Account or any Account Credentials;

4.15 The Client accepts the risk of financial loss due to a Force Majeure Event; and

4.16 Under abnormal market conditions the period during which client Orders are transmitted for execution may be extended or not executed at all

4.17 You declare and warrant that when determining the total asset value, you have included cash and/or cash equivalents, government-issued securities, and the cash value of securities, real property owned (excluding primary residence), life insurance and other valuable assets.

4.18 You declare and warrant that you have carefully considered the part of your total assets that you considered to be risk capital.

4.19 You believe that risk capital is the amount of risk that you are willing to bear and will never change your lifestyle after the loss of this amount.

4.20 You undertake to notify WeTrade immediately when your financial situation occurs that will reduce your net asset value and/or risk capital.

### **3. Commitment To Anti-Money Laundering / Counter Financing for Terrorism Requirements**

3.1. You agree to fully co-operate with WeTrade and with the Relevant Authority in the investigation of any money laundering and/or financial crime. You agree that you have read the Terms and the provisions regarding the suspension of the Services in the event of any such investigation.

3.2. It is your duty to observe, perform and be bound by the Terms and any other requirements as may be issued by any Relevant Authorities and you undertake to procure that all relevant stakeholders observe and perform the same.

3.3. If a User or a User's transaction is flagged as suspicious through our internal controls, WeTrade may require additional proof of identification from the User and has the right to not permit or suspend the Services until additional and verifiable proof of identity is received and confirmed. In no circumstance shall WeTrade be required to explain the reasons for its decision to the affected User.

3.4. By using the Services, you acknowledge and understand that WeTrade maintains verification levels which require User participation and verification in order to obtain, with levelled permissions based on user-supplied information, our ability to verify it, and our internal policies. You accept that you may not be able to achieve a desired level of verification, and Company reserves the right to determine, at its sole discretion, the appropriate verification level for any User, as well as the right to downgrade Users without prior notice. Company may, from time to time, implement policies restricting verification levels by nationality, country of residence, or any other factor in conjunction with the requirements of the Relevant Authorities. In no circumstance shall Company be required to explain the reasons for its decision or for any actions taken to the affected User.

## **4. Security And Confidentiality**



4.1. You agree and confirm that you are the exclusive owner of the Account and password that can be used to place orders and access the WeTrade electronic trading system and is solely responsible for the confidentiality and protection of the account and password (if applicable).

4.2. You further agree to assume full responsibility for all activities including brokerage transactions using your Account and password. You also agree that if any other person uses your confidential information to provide WeTrade with instructions that may be contrary to your instructions, you shall indemnify WeTrade from losses.

4.3. For any loss, theft or unauthorized use of your Account and/or password, you must immediately notify WeTrade in writing.

4.4 The Company may collect Client information directly from the Client (in his completed Account Opening Application Form or from his use of the Website otherwise) or from other persons including, for example, the credit reference agencies, fraud prevention agencies, banks, other financial institutions, third authentication service providers and the providers of public registers.

4.5 Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than in connection with the provision, administration and improvement of the Services, anti-money laundering and due diligence checks, for administration of the Services, for research and statistical purposes and for marketing purposes. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

4.6 The Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details) in the following circumstances:

- (a) Where required by law or a court order by a competent Court;
- (b) Where requested by LFSA or any other regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients;
- (c) To relevant authorities to investigate or prevent fraud, money laundering or other illegal activity;
- (d) To such an extent as reasonably required so as to execute Orders and for purposes ancillary to the provision of the Services;
- (e) To credit reference and fraud prevention agencies, third party authentication service providers, banks and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so they may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Client details in the future to assist other companies for verification purposes. A record of the search will be retained by the Company;
- (f) To the Company's professional advisors provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
- (g) To other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client



information or get in touch with the Client or improve the provision of the Services under this Agreement;

(i) To other service providers for statistical purposes to improve the Company's marketing, in such a case the data will be provided in an aggregate form;

(j) To market research call centres that provide telephone or email surveys with the purpose to improve the services of the Company, in such a case only the contact details will be provided;

(k) Where necessary in order for the Company to defend or exercise its legal rights to any court or tribunal or arbitrator or Financial Ombudsman or governmental authority;

(l) At the Client's request or with the Client's consent;

4.7 The Client consents to the Company processing all such information for the purposes of performing under this document and for the purpose of administering the relationship between the Company and the Client. The Client agrees that the Company may share his/her personal information with third parties for these purposes and it may also use the information for analysis and improving its product and services.

4.8 The Client recognizes that he/she may receive commentary, analysis, market updates and/or confidential or proprietary information. All information belonging to or relating to the Company including, without limitation, information concerning business plans, customers, supplies, services, Intellectual Property Rights and/or financial information received by the Client as a result of entering into or performing the Client Agreements which is designated as confidential by the Company or is otherwise clearly confidential in nature constitutes "confidential information".

4.9 The Client agrees not to use Company's confidential information for any purpose other than the purpose for which it is supplied to him/her under the Client Agreements and agree not to divulge confidential information received from the Company to any third party, and to prevent its disclosure to or access by any third party without Company's prior written consent except as may be required by law or any legal or regulatory authority.

4.10 The Client will use a reasonable degree of care to protect Company's confidential information. This obligation will survive the termination of this document, in respect of a particular item of confidential information, until such earlier time as that item of confidential information reaches the public domain other than through Client's breach of this term.

## **5. No Advice and No Recommendation**

5.1. You acknowledge that WeTrade does not provide and will not provide investment, legal or tax advice or trading advice. You confirm that WeTrade does not make any statement regarding the tax impact or treatment of foreign exchange contracts.

5.2. You agree that you are an investor who decides to invest on his own, and all orders placed are voluntary and based on your own investment decision or the investment decision of your officially authorised representative.

5.3. You agree that neither WeTrade nor any of its employees are officially authorized representatives of yourself, and you will not seek or rely on WeTrade or any of its employees to make any such suggestions. You understand that you are solely responsible for all orders issued, including but not limited to valid transactions, the number of transactions issued, the appropriateness of any transaction, investment strategy and the risk of each transaction, and will not require WeTrade or any of its employees to these investment decisions assume responsibility.



5.4. You further understand that WeTrade will neither review nor review the suitability of any transactions implemented in the Account or investment strategies adopted. You hereby agree to protect WeTrade and its officers, directors, employees, agents and related parties from any financial or other liabilities or expenses (including legal fees and expenses) caused by any loss or damage. You may suffer losses due to any such decision, instruction, transaction or strategy adopted by you or your duly authorized representative in the Account, or due to your breach of any agreement, statement, promise or guarantee in these Terms.

## **6. Transaction Suggestion**

### **6.1. Client Confirmation**

- Market recommendations and information communicated to the User by WeTrade or anyone within the company do not constitute an offer to sell any foreign exchange contract or an offer to induce the purchase of any foreign exchange contract.
- Although such suggestions and information are based on information obtained from WeTrade believes to be reliable channels, they may only be the broker's own opinions, and the information may be incomplete and unclear.
- WeTrade does not make any statement, guarantee or guarantee for the accuracy or completeness of any such information or trading advice provided to clients, and shall not be liable for this.

The User confirms that WeTrade and/or its managers, directors, affiliates, partners, shareholders or representatives may hold positions in the underlying currency of the market recommendations provided to the client or may intend to buy or sell the market provided to the User the proposed target currency, the market position of WeTrade or any of the managers, directors, related parties, partners, shareholders or representatives may not be consistent with the recommendations provided by WeTrade to clients.

### **6.2. Margin And Deposit Requirements**

- The User should provide and maintain margin in accordance with the amount and form that WeTrade may require at their own discretion.
- WeTrade may change the margin requirements at any time without prior notice.
- WeTrade reserves the right to limit the amount and/or total number of existing positions acquired or maintained by clients in WeTrade.
- WeTrade reserves the right to close any User's position at any time when it deems it necessary.
- WeTrade does not respond to any events, actions or omissions. Responsible for any loss or damage caused directly or indirectly, including but not limited to loss or damage directly or indirectly caused by any delay or inaccuracy of information caused by the order sending and/or any transmission or communication facility breakdown or malfunction. For example, in a highly volatile market situation, this may lead to insufficient available margin;

6.3. The User further confirms that attempts to cancel or modify and replace an order will result in re-execution or execution of duplicate orders, WeTrade 's system will not prevent the occurrence of duplicate orders from occurring again, and the User is responsible for all such executions.



6.4. The User agrees that before receiving WeTrade 's confirmation of order execution, it does not presume that any order has been executed or cancelled. Before placing other orders, the User is responsible for understanding the status of the client's pending order.

6.5. The User agrees to contact WeTrade when the User is unclear about the status of an order. The User agrees to regularly check the User's online account statement to confirm the status of the User's order.

## **7. Account Liquidation and Closure**

7.1. In the event the User,

- dies or is legally declared incapacitated;
- submits an application for bankruptcy, or applies for the designation of a bankruptcy receiver, or proposes or another person proposes any insolvency or similar proceedings against the user;
- apply for seizure of accounts managed by WeTrade ;
- insufficient margin, or regardless of the current market: any collateral deposited by WeTrade to protect one or more accounts of clients, regardless of the quotation is not sufficient to guarantee the security of the account;
- fails to provide WeTrade with any information requested in accordance with these Terms; or
- any other situation or situation that WeTrade considers appropriate for its protection, then WeTrade may decide to take one or more or any of the following measures:
- close any open positions in the account and (2) Cancel any pending orders, or any other promises made with clients. Taking the above measures may not require a deposit or a margin call, and there is no need to issue a sale or purchase or other notice to the client's personal representative, heir, executor, estate administrator, trustee, recipient or assignee in advance. Regardless of whether the ownership interest is wholly owned by the client or shared with others.

7.2. If the Account has not logged in within 90 (ninety) days, has no open positions and there is no trading activity (that is, no deposit or withdrawal operations are performed in the Account) and the Account balance is not more than thirty (30) US dollars, then the Account will be deactivated and can only be recovered back by applying in client portal.

## **8. Refund And Return Policy**

8.1. WeTrade does not offer any refund service for all fees received. All application processed for the User will be final and irreversible.

8.2. In return, WeTrade will take all necessary measures to prevent and block both input, and withdrawal by third parties of money from the Account. Input and output of money from the Account can be carried out only by the owner of this Account.

8.3. WeTrade has the right at certain objective reasons and in case of need to make return of money, received through any payment system, including credit/debit cards. Thus, return of money will be executed on electronic purses, and bank details which the User used at input of money.





8.4. With absolute discretion, WeTrade may in exceptional circumstances, make an exception in some cases where it is necessary to refund the payment made by credit card, but only if the User justifies the reason for doing so. The User may submit a refund request in case the service is not provided or is not as described, or the service received is not functioning properly. A refund is possible in case the account has been deposited, but no transactions have been made and is made only on the credit card that was used to deposit.

#### 10.5. Refund Procedure

- To initiate the return process, the User must submit a cancellation request by sending an email [support@wetradecapital.com](mailto:support@wetradecapital.com). A cancellation request must contain the following information, in which WeTrade may request additional documents that are deemed necessary: User's full name; residential address; contact e-mail and telephone number(s); business account number(s); down payment amount, date of payment, method of payment used (i.e. credit/debit cards); payment identification number (if any);
- All information in a cancellation request sent to WeTrade must be identical to that originally submitted in the initial payment.
- All cancellation requests received will be dealt with by WeTrade under the following terms and conditions:
  - (i) All requests for cancellation shall be for genuine and acceptable reasons, and the User shall describe those reasons in detail in the cancellation request.
  - (ii) All cancellation requests must be submitted within seven (7) days from the time of initial payment; WeTrade will notify the User in cases where it is not possible to process the cancellation request due to the card scheme or the rules of the payment institution.
  - (iii) All cancellation requests will be processed within two (2) working days and WeTrade will notify the User in cases where additional time is required.
  - (iv) All cancellation requests will be reviewed only if the amount requested does not exceed the amount of the down payment and the free margin on the trading account.
  - (v) The User's account must have been fully KYC verified by WeTrade with the most recent and complete documentation as may be requested.
  - (vi) Any charges deducted by the paying institution and also any loss or expense, if suffered or incurred by WeTrade due to the adverse exchange rate fluctuation, will be reimbursed by and deducted from the amount of the refund.
  - (vii) WeTrade has the right unilaterally block an entrance to the private profile, to suspend the trade activity on accounts, to cancel the demand for input-output, or to make return of money if the source of money or activity of the User contradicts WeTrade's anti-money laundering/ counter financing for terrorism requirements.

### 9. Dispute Resolution and Governing Law

9.1. The interpretation and enforcement of these Terms, and any dispute related to these Terms, will be governed by and construed and enforced in accordance with the laws of the Labuan Financial Services Authority, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. You agree that WeTrade



may initiate a proceeding related to the enforcement or validity of WeTrade's intellectual property rights in any court having jurisdiction.

9.2. In the event of any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, the Parties shall first seek settlement of that dispute. If such dispute is not resolved within a period of thirty (30) days from the commencement of such settlement process, such dispute shall be referred to and finally be resolved by arbitration.

## **10. Other Terms**

### **10.1. Copyright Violations**

Company has a policy of limiting access to our Services and terminating the accounts of Users who infringe the intellectual property rights of others.

## **11. Remedies**

If you violate any of these Terms, Company may, as it determines reasonably necessary to remedy or mitigate your violation, delete all or part of such information transmitted by you, suspend or cancel your account without any prior notice to you. Company shall in no event be responsible or liable for any damage incurred by the User as a result of an action taken by Company pursuant to this paragraph. Any right or remedy of Company set forth in these Terms is in addition to, and not in lieu of, any other right or remedy whether described in these Terms, under statute, at law or in equity.

## **12. Company Affiliates and Contractors**

An "Affiliate" is, with respect to a legal entity, another legal entity that controls, is under common control with, or is controlled by the first legal entity.

## **13. No Waiver**

Company's failure or delay in exercising any right, power, or privilege under these Terms shall not operate as a waiver thereof.

## **14. Severability**

The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

## **15. Force Majeure**

Company will have no responsibility or liability for any failure or delay in performance of any Services, or any loss or damage that you may incur, due to any circumstance or event beyond the control of Company, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, disasters (whether natural or otherwise), war, insurrection, riot, labour dispute, market volatility, accident, action of government (including changes in local laws), communications, power failure, or equipment or software malfunction.

## **16. Assignment**

You may not assign or transfer any right to use the Services or any of your rights or obligations under these Terms without prior written consent from us, including by operation of law or in connection with any change of control. Company may assign or transfer any or



all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

### **17. Headings**

Headings of sections are for convenience only and shall not be used to limit or construe such sections.

### **18. Entire Agreement; Order of Precedence**

These Terms contain the entire agreement and supersede all prior and contemporaneous understandings between the parties regarding the Services.