

**HHO CONSULTING LIMITED**  
**Registration Number: 70801**  
**Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the**  
**Marshall Islands MH 96960**

## **TERMS AND CONDITIONS**

---

**HHO Consulting Limited is a company incorporated under the laws of Marshall Islands**  
**Reg. No 70801**

## **Contents**

Introduction.....	3
General .....	3
Definitions.....	4
Online Services Agreement .....	5
Membership Eligibility .....	6
Registration Information and Requirements .....	7
Limited License .....	8
Risk Disclosure .....	9
Financial Information.....	9
Links .....	10
Trading Cancellation.....	10
Withdrawal Procedure .....	11
Bonus Policy .....	12
Limited Liability .....	14
Anti – Money Laundering Provisions.....	15
Intellectual Property.....	16
Indemnification .....	17
Term and Termination .....	17
Miscellaneous .....	18
Notices and Communication.....	19
General Provisions .....	19

## **Introduction**

HHO Consulting Ltd. (hereinafter referred to as the “Company”) is a limited liability company incorporated under the laws of Marshall Islands with registration number 70801. The registered office of the company is located at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960.

The Company provides investment services for trading in financial and commodity based derivative instruments and other securities as specified in these Terms & Conditions (hereinafter referred to as the “Agreement”).

You must read and accept all terms and conditions of those contained in this Agreement without modifications, which includes terms and conditions expressly set forth below and by reference to those incorporated, before you may become a customer of the Company. By continuing to access or use the Website, you agree to follow the terms and conditions of this Agreement as they may apply to you. By clicking ‘ACCEPT’ or ‘I AGREE’ or ‘CONTINUE’ as the case may be, and therefore registering and/or using the Company’s Services, you confirm and acknowledge that you have read these terms of use, that you understand its content and that you agree to be bound by all of its terms and conditions.

This Agreement is effective upon acceptance and registration for Newly Registering Customers. If you do not agree to be bound by the terms and conditions of this Agreement, you are advised not to use or access our Services and inform us in writing immediately. The domain name of the Company is the [www.trade-oro.com](http://www.trade-oro.com) (hereinafter referred to as the “Website”). This Agreement is relevant for the Customers who may have access through the domain or sub-domain of the Company, at the Company’s Website.

## **General**

This Agreement is entered into by HHO Consulting Ltd. (the “Company”) which is duly registered under the laws of Marshall Islands and operates under the Standard Conditions for Trading in Securities or Trading in Foreign Exchange License, with registration number 70801. The registered office of the Company is located at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 (hereinafter referred to as “the Company”) and the Customer (hereinafter referred to as “You” or “Customer”), to whom the Services shall be offered.

The Company provides Services in the form of an online system expediting the execution and transaction of Financial Contracts (as defined hereunder) through the use of a platform and under the domain of [www.trade-oro.com](http://www.trade-oro.com). This Agreement applies to both, the Company's Website as well as to the electronic content and/or software currently contained on the Website that supplies you with real time information about the prices of the Financial Contracts (as defined hereunder), as well as with the relevant systems (as defined hereunder) for the execution of Financial Contracts (hereinafter referred to as the "Service(s)"), and any other features, content or Services that the Company may add in the future; The relationship between the customer and the Company shall be governed by this Agreement. As this Agreement is a distance contract, signing the Agreement is not required and the Agreement has the same rights and liabilities as a duly signed contract. In the case where you, the Customer, wish to have a signed Agreement, then the Customer should print and send 1 (one) copy to the Company, where the Company will sign and stamp the Agreement and send a copy back to the Customer. The Agreement describes the terms and conditions with which the Company offers access to its Website to You, the customer, and the use of its Services (the "Agreement"). This Agreement describes the terms, conditions and risks applicable to your use of our Services available from the Company's Website. If you have any questions regarding this Agreement please contact our Customer Support.

## **Definitions**

Capitalized terms shall have the following meaning unless otherwise stated in the Agreement:

Access Codes - shall mean any credentials provided by the Company for accessing the Company's trading platform or credentials used by the Customer to access the Company's Customer Account;

Agreement - shall mean this Agreement between the Customer and the Company, which also includes relevant documents located on the Website such as: (a) Conflicts of Interest Policy, (b) Customer Categorization Policy, (c) Privacy Policy, (d) Risk Disclosure Statement, (e) Order Execution Policy and any other provisions that the Company may publish on our Website from time to time.

Balance – the sum held on behalf of the Customer on its Customer Account within any period of time.

Balance Currency – the monetary unit or denomination in which the Customer's Account balances, commission fees and payments are nominated and calculated.

Base Currency – the first currency in a currency pair;

Business Day(s) or Trading Day(s) - shall mean any time from Sunday 07:00 am GMT ending at Friday 21:00 GMT; Customer shall mean any natural or legal person to whom the Company provides investments and/or ancillary services;

Customer Account or Trading or Live Account – the special personal account for internal calculation and customer deposits, opened by the Company in the name of the Customer. The Agreement may use the word Trading Account or Customer Account or Live Account interchangeably, which all have the same meaning; Close Position - deal of purchase (sale) covered by the opposite sale (purchase) of the contract.

CFD – a contract for differences. A financial instrument which is derived based on the fluctuations in the price of the relevant underlying asset;

Markets shall mean the international financial, commodities and other applicable markets, where contract rates are being fixed upon free trade, and any other related markets where various financial assets are traded;

Platform shall mean Platform: any information, software and hardware used by the Company for the purpose of providing Services to the Customer in accordance with his agreement;

System shall mean an electronic system designated to facilitate trading in Financial Contracts via the internet using the Company's platform as defined above and which is subject to all terms of this Agreement;

Transaction shall mean purchase/sale of a Financial Instrument for a fixed price.

## **Online Services Agreement**

This Agreement is made by and between the Company through its Website, [www.trade-oro.com](http://www.trade-oro.com) and You. The Company provides the following:

- Trading in financial and commodity-based derivative instruments and other securities

## **Membership Eligibility**

The Services are available only to and may be used by Companies or individuals who are eligible to form legally binding contracts under the laws applicable to their country of residence. Without limiting the foregoing, our Services are not available to persons under the age of 18 or otherwise under legal age ("Minors"). If you are a Minor, You may not use this service.

If you do not qualify, do not use our Website. For the avoidance of doubt, the Company shall not be responsible for any unauthorized use of our Services by Minors in any manner or way. Furthermore, our Services are available only to and may only be used by individuals who have sufficient experience and knowledge in financial matters to be evaluating the ability of merits and risks of acquiring financial instruments via this Website and have done so without relying on any information contained in this Website.

You shall bear sole responsibility for any decision made and / or made by you relying on the content of the Website.

Without derogating from the provision above, the Company shall categorize the Customer as Retail Customer in relation to Investment and ancillary services offered to him, as per the Customer Categorization Notice.

This categorization provides the highest level of protection compared to a Professional Customer. Without limiting the foregoing, our Services are not available where they are illegal to use, and reserves the right to the Company refuse and / or cancel Services to anyone at its own discretion. In order for the Customer to be able to start using the System to execute Transactions, You shall be required to transfer money to an account designated by the Company, to be used as Collateral for the Transactions described herein.

When holding Customer's funds the Company shall take every possible measure to safeguard the funds against the use of Customer funds for its own account. These Customer's funds shall be kept in any Customer's Bank Account which the Company may specify from time to time. The Company will maintain separate records in the accounting system of its own funds/assets and the funds/assets kept on behalf of the Customers so as at any time and without delay to distinguish funds held for one Customer from funds held by any other Customer, and from its own funds/assets.

Any profits accruing from your Transactions shall become supplementary to your account. All losses incurred by the Customer through the Customer's transactions shall be deducted from the Customer's account.

No interest in the Customer's credit balance shall be received. In order for the Company to execute a margin trade on behalf of the Customer, a minimum margin deposit of \$500 (five hundred United States Dollars) must be paid in the Customer's account.

### **Registration Information and Requirements**

When you register for the Services, the Company through its Website will ask you to provide identification information.

The Customer will be provided with Access Codes and You are held responsible for securing your Access Codes for your account with the Website. You are held solely responsible for any act or omission or any damage caused that you may bear, due to any act or omission by you or any irregular or inappropriate use of your account. You agree to provide true, accurate, current and complete information about yourself DURING the registration process and after, and you AGREE not to impersonate any person or entity, misrepresent affiliation with any another person, entity or association, use false headers or otherwise conceal your identity from the Company for any Purpose.

If you are registering as a business entity, you hereby declare that You have the authority to bind to this Agreement that entity. The Company treats with care the information you entrust to it, in accordance with the disclosure policy it provides during the registration process and the Privacy Policy. Without limiting the foregoing, you understand that laws regarding Financial Instruments vary throughout the World and it is your obligation alone to ensure that you comply fully with any law, regulation or directive, subject to your country of residency with attention to the use of the site. For avoidance of doubt, the ability to access our Website does not necessarily mean that our Services, and / or your activities through it, are legal under the Laws, Regulations or directives relating to your country of residency.

You hereby declare that the money invested in your account with the Company do not originate from money laundering proceeding, drug trafficking, abduction, or any other criminal or illegal activity.

Moreover, you hereby confirm not to use the Trading Platform or enter into any Transaction or give an Order within the definition of market abuse or in any other abusive way (as it is defined in the Market Abuse Law 116(I)/2005). This includes usage of server latency and/or lag trading, price and/or time manipulation, scalping or any other practices which are considered illegal and are used in order to provide an unfair advantage to the Client. Furthermore, the Company has the right, at its sole discretion, to consider any practices as unfair business conduct and/or inappropriate and/or outside the scope of this Agreement. Those practices may also include holding long and short positions at the same time or similar instruments at similar times, including through altered accounts, accounts held with different entities connected to the Company and/or accounts linked to others, in order to manipulate or exploit the Company or any of its offered services and advantages.

### **Limited License**

The Company grants you a non-exclusive, non-transferable and limited personal license to access and use the Website (the "License"). The License is conditioned on your compliance with the terms continued and conditions of this Agreement. Every Customer will be provided with a unique and confidential identification code, the Access Code, to be used by the Customer to access and operate their designated account via the internet.

It is the personal responsibility of the customer to ensure that this Access Code is safeguarded and under these terms and conditions the Customer hereby agrees that they will not hold the Company liable for any unauthorized use of the account. All purchasing of Financial Instruments through the System must be in accordance with the latest version of terms and conditions available on the website.

The Company reserves its right to change, cancel or amend any part of the terms and conditions. These will come into effect from the date of the amendment and the time that they are inserted into the Website. Confirmation of acquisition of a Financial Instrument occurs when the Financial Contract has been customized and the premium has been calculated and payment has been verified and processed. You AGREE not to resell or permit access of the Website to others, through your license and not to copy any materials appearing on the site for resale or for any other purpose to others without prior written consent of the Company. For the avoidance of doubt, you shall be responsible and bound for any unauthorized use of the Website, made in breach of this section.



You agree to use the information received from the information systems for the sole use of the Company for the execution of Transactions inside and within the Site. Further you AGREE not to use electronic communication any feature of a Service on the Website for any purpose that is unlawful, tortuous, abusive, and intrusive on another individual's privacy, harassing, libelous, defamatory, embarrassing, obscene, hateful or threatening.

The Company has the right to terminate this Agreement, if the Company believes that any information provided by you, including your e-mail address, is no longer current or accurate, or if you fail to otherwise comply with any term or condition of this Agreement and all rules and guidelines for EACH service or that the Company may establish or believe that You have abused in any way (including but not limited to engaging in a transaction out of market rates) the Company's trading platform. Upon such a violation, you agree to cease accessing Services. You AGREE that the Company, at its sole discretion and with or without notice, may terminate your access to any or all Services, close your open Transactions and remove and discard any information or content within a Service.

## **Risk Disclosure**

You agree to use the Website at your own risk.

Without limiting the foregoing, the Services contained within this Website are suitable only for Customers who are able to bear the loss of all the money they invest, and understand the risks and who have experience in taking risks involved in Financial Markets. The possibility that exists is that You could sustain a loss of all or some of your initial investment and therefore You should not invest money that You cannot afford to lose. You should be aware of the risks associated with all Forex/CFDs trading, and seek advice from independent financial advisor if You have any doubts or questions.

## **Financial Information**

The Company may make available to you - through one or more of its Services a broad range of financial information that is internally generated or obtained from agents, vendors or partners ("Third Party Providers"). This includes, but is not limited to, financial market data, quotes, news, analyst opinions and research reports, graphs or data ("Financial Information"). Financial Information provided on this Site is not intended as investment advice. The Company does not

endorse or approve the Financial Information, and we make it available to you only as a service for your own convenience.

The Company and its Third Party Providers do not guarantee the accuracy, timeliness, or proper sequencing completeness of the Financial Information, or warrant any results from your use or reliance on the Financial Information. Financial Information may quickly become unreliable for various reasons including, for example, in market exchange requirements or economic circumstances. Neither the Company nor the Third Party Providers are obligated to update any information or opinions contained in any Financial Information, and we may discontinue offering Financial Information at any time without notice.

It is your duty to verify the Reliability of the information on the Site and its suitability to your needs. We exclude liability for any claim, loss or damage of any kind allegedly caused by presented information on the Site or referred to by the Site.

## **Links**

The Company may provide a link to other sites controlled or offered by third parties. Such link to a site or sites is not an endorsement, authorization, sponsorship or affiliation with respect to such site, its owners or its providers. The Company requires You to ensure that You understand the risks involved in using such sites before retrieving, using, relying upon or purchasing anything via the Internet. Links to Websites are provided solely for your convenience, and you AGREE that under no circumstances you shall hold the Company linkable for any loss or damage caused by use of or reliance on any content, goods or services available on other sites.

## **Trading Cancellation**

The Company reserves the right to its sole discretion to refuse, cancel the Services, and / or refuse to distribute profits to anyone for any legitimate reason including, but not limited to:

- any instance when the Company HAS reason to believe that a person's activities on the Website may be illegal;
- any instance where the Company may suffer any tax, regulatory, or pecuniary disadvantage by Virtue of anyone's business;

- any instance where one or more transactions on the Website are judged by the Company to have been performed in violation of this Agreement.

## **Withdrawal Procedure**

All withdrawal orders must provide the proper set of documentation or any other type of Customer authentication as may be required from time to time by Anti Money Laundering (AML) regulations, Credit Card companies and the Company is a prerequisite, prior to the execution of a withdrawal order.

Withdrawal of credit card deposits will depend on the credit card companies' policies and regulations. All credit card withdrawals must be returned to the same credit card when the withdrawal is performed. Withdrawals back to a bank account may take up to 10 Business Days, due to additional security procedures and documentation from the Customer.

When withdrawing money back to a bank account through a wire transfer will require more documents than just Anti Money Laundering (AML) regulations.

Any withdrawal of funds, from your Live Trading Account to a bank account, can only be refunded to the same bank account that the funds were originally received from.

All withdrawals from HHO Consulting Ltd. take up to 3 business days from the time of clearance. The Company requests that you provide clearance documentation in accordance of the Anti-Money Laundering regulations, within 24 hours of creating your account.

The Customer's withdrawals will be made depending on the Customer's choice of currency, i.e. either in EUROS or US Dollars. Where applicable, depending on your choice of currency, the Company may reserve the fees charged by the Customer's Bank Account providers.

According to the relevant laws regulating the financial markets, all those registered with the Company will have to provide the following documents:

A proof of identity: a scanned coloured copy of your passport, national Identity card or driving license. Your personal details including serial number, picture, signature, issue and expiry dates must be clearly visible.

- Proof of address (not older than 3 months), which can be a stamped bank statement, utility bill (electricity, gas, water, landline telephone), credit card statement, official residency certificate or rental agreement.

- Photocopy of means of payment (credit card) hiding the middle eight digits, e.g. (1234-xxxx-xxxx- 4321) or swift confirmation from the bank (in case of bank wire transfer).

You must provide true, complete and accurate information and provide the documents after registration. In case of any changes, these must be communicated to the Company immediately. The provision of false information will be considered an offense and will result in the immediate cessation of any activity and your account closure. Without documents, no withdrawal of funds can be made. Any request for withdrawal may only be effective on the account belonging to the depositary.

## **Bonus Policy**

Definition of a trading bonus: A trading bonus is an added value to your deposit in your HHO Consulting Ltd. Account and it provides you with more funds to use when you are trading. Trading bonuses come in many forms; there are consistent deposit matches which means that your account will be given an added value when you deposit funds over and over again; and it also comes in the form of a one-time added value on your first deposit. The Company offers these bonus funds.

Warning: A trading bonus gives you great value and extra trading leverage. With all of the above being mentioned; when you trade with bonus leverage you need to be cautious. It is truly appealing, but there is a downside. You may close higher trades and make more money initially, but you can also lose a lot more money. Optional trading can be risky and you need to trade with confidence and responsibility to avoid losses.

Scope of Trading Bonus: To help traders starting out their trading session, the Company offers new depositing customers a trading bonus on their first deposit as well as re-deposit bonuses.

**PLEASE READ ALL TERMS OF USE BELOW BEFORE ACCEPTING A BONUS. YOU ARE NOT REQUIRED TO ACCEPT A BONUS. A TRADING BONUS IS OPTIONAL FOR ALL CUSTOMERS.**

Terms of Use

Bonuses and benefits shall be credited to the customer's account subject to compliance with the terms of the offer made to the customer, e.g. making minimum deposits and/or purchasing a minimum amount of options within a specified time of period.

- The “Welcome Credit Bonus” applies only to new customers of the Company who open a live Account, but also to existing account holders, who have never deposited nor performed any trades.

- The “Welcome Credit Bonus” scheme shall be applicable only in respect of the first / initial deposit made by the customer and in respect of only one (1) live account that the customer holds with the Company.

- The Offer will be limited to one account per Customer (regardless of the number of accounts which the Customer maintains with the Company).

- The “Welcome Credit Bonus” is available for all types of accounts provided by the Company.

- The “Welcome Credit Bonus” may be used for trading purposes only and the Customers will not be allowed to withdraw the bonus. Profits from trading on live account(s) may however, be withdrawn any time.

- Any withdrawal of funds from a Customer’s live trading account with the Company will immediately nullify all previously awarded “Welcome Credit Bonus” and will determine such bonus to be removed from the respective Customer’s Account.

- In the event that the amount of a Customer's own funds in his Account with the Company becomes zero or less, all previously awarded “Welcome Credit Bonus” will be cancelled and will be removed from the respective customer.

- Internal funds transferred between trading accounts are not considered as new deposits and, therefore, do not qualify for the awarding of a Welcome Bonus.

- No partner’s commissions are paid for trading on Welcome Bonus funds.

- The Company reserves the right to decline a Customer's "Welcome Credit Bonus" application at any time and at its sole discretion, without the need to provide any justification or explaining the reasons for any such declination.
- The bonuses/benefits must be used within the period defined in the details of the special offer.
- The Company reserves the right to revoke the bonus/benefit should the special offer be abused and/or should the offer's terms fail to be met. The Company's decision - should this be the case - shall be final. The Company reserves the right to revoke or change the offers at any time and this will be displayed in the Company's website.

By accepting a bonus into your account, you are agreeing to the terms and conditions above and hereinafter.

**THE COMPANY DOES NOT RECOMMEND TAKING A BONUS UNLESS YOU KNOW HOW TO MAKE IT WORK IN YOUR ADVANTAGE AS LEVERAGE.**

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Republic of Marshall Islands.

### **Limited Liability**

The Company will not be liable for any loss, liability or cost suffered or incurred by the Customer as a result of providing Services as described in this Agreement unless the loss, liability or cost is caused by the Company's gross negligence, willful default or fraud committed while acting on the Customer's instructions.

The Company will not be liable for any loss, liability or cost which the Customer may suffer or incur as a result of the negligence, willful default or fraud of any third party (e.g. bank, electronic payment provider etc.), which we have taken reasonable care in appointing.

Neither the Company nor any third party who acts on the Company's behalf in providing a service to the Customer, whether affiliated to the Company or not, nor the Company or its directors, officers, agents or representatives, will be liable to the Customer (except in the case of fraud as above) for any consequential, indirect, special, incidental, punitive or exemplary loss, liability or cost which the Customer may suffer or incur due to loss of use, loss of data or loss of profits, emanating from or related in any way to carrying out Transactions or to use of Services,

or for delay in use of Services or incapability of carrying out Transactions or using Services or for unprovided Services or any information, software, product, Service and additional graphics obtained by the Services or emanating from any other manner of using of Services either by relying on agreement or by tort, either by absolute liability and/or any other cause; however the loss, liability or cost is caused and regardless of whether it was foreseeable or not.

We are not responsible for any problems or technical malfunction of telephone network or lines, computer online systems, servers or providers, hardware, software, failure due to technical or traffic congestion problems on the Internet or on any of the site or services.

### **Anti – Money Laundering Provisions**

No person shall abuse this site for the purpose of money laundering.

The Company is obliged to follow certain requirements as set out by the laws of the Republic of Marshall Islands, for the prevention and suppression of money laundering activities. It is thus required by licensed entities for trading in financial and commodity based derivative instruments and other securities to obtain certain verification documents from the Company's Customers. The Company keeps with the following policies and procedures designed to detect any risk of failure by the Company.

The Company may also request from the Customer to inform the Company on how the money being invested have been obtained/accumulated. This process may require proof of certain documentation.

The Company may use the Customer Information in order to carry out credit, anti-money laundering and fraud prevention checks and to exercise and/or defend the Company's legal rights.

The Company reserves the right to refuse to do any business with and to reverse the transactions of Customers in accordance to the AML Requirements and policies.

All requested information must be provided upon registration for all traders. The Company may keep all the relevant information that it has acquired for the Customer account opening procedure.

- Winnings will be paid only to the individual who INITIALLY registered to open a live account.
- When a customer maintains an account by means of telegraphic deposits, only winnings will be

distributed to the holder of the originating bank account. When making deposits in this manner, it is the responsibility of the live trader to ensure that the trader's account number and registered name of the account owner transfers shall be made to the Company.

- When a customer funds by means of an account credit / debit card deposits, winnings will be distributed only to the individual whose name appears on the card used for the deposit to be made and will only be refunded back to the same card.
  
- The Company may, from time to time, at its sole discretion, require a customer to provide additional proof of identity depending, but not restricted on the Customer's classification or other means of identity verification required as it deems under the circumstances and may at its sole discretion suspend the account until such proof has-been provided to its satisfaction.

## **Intellectual Property**

All content, trademarks, service marks, trade names, logos and icons are the property of the Company or its affiliates or agents and are protected by Copyright Laws and International Treaties and provisions.

You agree not to delete copyright notices or any other indications of protected intellectual property rights from materials that You print or download from the Website. You will not obtain any intellectual property rights in, or any right or license to use the site or materials such as set out other than in this Agreement.

Images displayed on the Website are the property of the Company and You agree not to upload, post, distribute or reproduce any information, software or material protected by copyright other or any other intellectual property rights (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights and the prior written consent of the Company and its affiliates or agents.

You acknowledge that all intellectual property rights in this site (including but not limited to all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same anywhere in the world belong to the Company and



its affiliates and you shall have no rights in or to the site other than the right to use it in accordance with the terms of this license.

## **Indemnification**

You acknowledge that you are solely responsible and personally liable for any and all actions and orders to be executed in your account, including the settlement of any Transaction, whether performed by you in person, or through a written confirmation indicating your consent to a member of your family, any other third party who has gained access to your account, or the Company's employees carrying out your orders, You further agree that neither the Company nor its employees or anyone on its behalf shall be liable in any way whatsoever to the outcomes or consequences of such actions and/or orders.

You are responsible for ensuring that only you shall control access to your account, and that no minors are granted access to trading on the System. In any case, you remain fully liable for any and all positions traded on your account, and for any credit card transactions entered into the site for your account. You shall also indemnify the Company in respect to all costs and losses of any kind, whatsoever as may be incurred by the Company as a result, direct or indirect, of your failure to perform or settle such a transaction.

You Agree to indemnify and hold harmless HHO Consulting Ltd and its officers, directors, Employees, and agents and to hold them harmless from and against any and all claims, liabilities, damages, loss, and expenses, including without limitation reasonable attorney's fees and costs: For any Transaction in any way connected with (i) your access to use the Website or Services, (ii) your violation of any of the terms of this Agreement, or (iii) Any breach of the applicable Laws that apply to You.

## **Term and Termination**

The term of this Agreement shall be unlimited; however either party (the Company or the Customer) may terminate this Agreement by giving written notice to the other party. During the termination notice, the Customer shall not be able to carry out new transactions. The Company reserves its right to cancel any Transactions, provided a written notice has been sent to the Customer, which has been executed at a price which was not reflective of the real tie price. This

may be as a result of the System's error or human error regardless of whether it was under the control of the Company or not.

The trading facilities provided by the System, may be halted or suspended at any time without a prior notice due to circumstances beyond the Company's control. In such event, the Company or an authorized party on its behalf may close any open positions you may have (by performing a reverse Transaction) without prior written notice being sent to you, at fair market value reflecting, as closely as possible, the applicable prices of the relevant Contracts. You hereby agree to waive any claims against the Company in these situations.

## **Miscellaneous**

These terms and conditions of use are governed by and will be construed in accordance with the laws of the Republic of Marshall Islands.

This website can be accessed worldwide. HHO Consulting Limited is located in Marshall Islands. By clicking "I accept" below and entering our website, you confirm that you agree to be bound by the following terms and conditions of use of our website.

The Company shall not be liable to the Customer for a failure to perform any obligation or discharge any duty owed under this Agreement if the failure results from any cause beyond our control (Force Majeure).

Force Majeure shall include the following but is not limited to any cause beyond the Company's control:

Acts of God, war, fire, flood, explosions, strikes or other industrial disputes. Any breakdown, or interruption of power supply, or failure of transmission or communication or computed facilities or other strikes or similar industrial action or hacker attacks or other illegal actions on the Company's trading server; the suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates to, or the imposition of limits or special or unusual terms on trading in any such market or on any such event.

The Company reserves its right to amend the terms and conditions of this Agreement from time to time by posting the amended terms on the Website. You are responsible for checking whether the amended Agreement has been made. Any amendment shall come into force on the day as it was published on the Website. If you do not agree to be bound by the terms and conditions of this

Agreement, you are advised not to use or access our Services, and inform us in writing immediately.

## **Notices and Communication**

Unless the contrary is specifically provided, any notice, instructions, authorizations, requests or other communications to be given to the Company by the Customer under the Agreement shall be in writing and shall be sent to the Company's mailing address which appears on the first page of the Agreement or to any other address which the Company may from time to time specify to the Customer for this purpose and shall take effect only when actually received by the Company, provided they do not violate and are not contrary to any term of this Agreement.

The Agreement is personal to the Customer who does not have the right to assign or transfer any of his rights and/or obligations hereunder.

The Company may, at any time, assign and/or transfer to any legal or natural person any of its rights and/or obligations as they arise or are provided for in the Agreement.

All communication or information or notices shall always be provided by the Company to the Customer solely via means other than on paper which may include electronic communication means including but not limited to the e-mail address provided by the Customer during the registration process or via the Website or via the Trading Platform.

It is the Customer's responsibility to inform the Company of any change to Customer's email address (or any other relevant personal information), the non-receipt of a confirmation, or whether any confirmations are incorrect before settlement.

The Company reserves the right, at our discretion, to confirm in any manner the instruction or Orders or communications sent through the Trading Platform and the customer accepts the risk of misinterpretation or mistakes in the instructions or Orders sent by the Customer or an Authorized Person, regardless of how they have been caused, including technical or mechanical damage.

## **General Provisions**

The Customer acknowledges that no representations were made to him by or on behalf of the Company which have in any way incited or persuaded him to enter into the Agreement.

**HHO CONSULTING LIMITED**  
**Registration Number: 70801**

**Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the  
Marshall Islands MH 96960**

The Customer shall use the Trading Platform in accordance with the license and the restrictions set out in the Trading Platform's End User License Agreement.

If the Customer is more than one person, the Customer's obligations under the Agreement shall be joined and several and any reference in the Agreement to the Customer shall be construed, where appropriate, as reference to one or more of these persons. Any warning or other notice given to one of the persons which form the Customer shall be deemed to have been given to all the persons who form the Customer. Any Order given by one of the persons who form the Customer shall be deemed to have been given by all the persons who form the Customer.

In case any provision of the Agreement is or becomes, at any time, illegal, void or non-enforceable in any respect, in accordance with a law and/or regulation of any jurisdiction, the legality, validity or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

All transactions on behalf of the Customer shall be subject to the laws which govern the establishment and operation of Marshall Islands.

The Company shall be entitled to take or omit to take any measures which it considers desirable in view of compliance with the Laws and Regulations in force at the time. Any such measure as may be taken and all the Laws and Regulations in force shall be binding for the Customer.