



Service agreement

1. SUBJECT OF THE USER AGREEMENT

- 1.1. The present User agreement and its annexes (hereinafter referred to as – “the Agreement”) is concluded between the **Company ZEN E-WAY LLC**, having the registration number №2334 LLC 2022; and registered at Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, St. Vincent and the Grenadines (hereinafter referred to as “**the Company**” and an **Individual**, subject to his simultaneous compliance with the following requirements:
- The Individual is of legal age, capable, and has the proper legal personality;
 - unconditionally accepts all the provisions of the Agreement and its annexes,
 - undertakes to fill out the registration form on the Company’s website,
 - undertakes to fill out the registration form on the Company’s Trading Platform,
 - is not a resident of countries listed in the Agreement, where trading activity involving execution of trades is, or may be considered illegal, as well as the countries where the Company does not provide its services,
 - is not a political figure, or a family member or relative of a politician, and is not connected to a political figure by working or other relations;
 - is not an employee of a state (municipal) enterprise (institution, organization), as well as any other organization with prevailing state participation.

An Individual, who fulfills the above requirements is referred to as “**The Client**” of the Company. The Company and the Client are hereinafter referred to as “**the Parties**”.

- 1.2. The subject of the Agreement is performance by the Parties of trading and non-trading operation, definition of their conditions, matter and procedure of conducting such operations.

2. GENERAL PROVISIONS

- 2.1. Annexes to the present Agreement include:
- Risk disclosure;
 - Trading operations regulations;
 - Non-trading operations regulations, AML\KYC policy;
 - Payment policy;
 - other documents, which the Company may consider necessary.

The above list is unclosed. The Company has the right to unilaterally supplement the present list, change the names of annexes, their terms and conditions. In all of the cases listed, no changes are made to the Agreement, and prior or any other notice to the Client is not required.

- 2.2. The annexes are available on the Company’s website (accessible subdomains) at the bottom of the main page.
- 2.3. The Agreement only constitutes an offer to an Individual to become a Client of the Company, by means of entering into the Agreement, on the terms specified in it. The Agreement is not considered as a public offer, and does not oblige the Company with the offer made by it.
- 2.4. The Company has the right to refuse an Individual to conclude this Agreement without disclosing the reasons.

- 2.5. The Company has the right at any moment, and without prior notice or explanation, to terminate the Agreement with the Client, blocking the access to the Trading terminal.
- 2.6. The Company has the right to involve third parties to provide fulfillment of the Agreement. At the same time the Company may not be responsible for actions of these involved parties.
- 2.7. Registration on the Company's website and Trading platform in accordance with forms provided, is a confirmation that an Individual unconditionally and fully accepts all the terms of the Agreement and its annexes.
- 2.8. Any operation performed by the Client using Personal account and/or the Trading terminal is considered a subject of the agreement and is regulated by its provisions.
- 2.9. Once becoming the Client of the Company, it is considered that the Individual has carefully read and fully accepted all the terms of the Agreement, as well as any other information published on the Company's website (accessible subdomains). The responsibility to monitor such information and updates to it, lies entirely on the Client.
- 2.10. The Client hereby guarantees that he will:
 - During the process of registration, provide true, reliable, accurate and complete information;
 - fill out the forms provided by the Company by himself;
 - conduct trading and/or non-trading operations by himself;
 - act on his own behalf and at his own expense;
 - only use his own funds. In addition, the Client guarantees the funds used by him are of legal nature, legally obtained, and also that he owns and disposes of such funds legally.
 - not use borrowed funds. In addition, the Client guarantees that the balance of his account will not be replenished by third parties and / or using means of payment (payment instruments) of the third parties.
 - In his actions, be guided by the principles of reason, honesty and conscientiousness;
 - not perform actions, directly or indirectly aimed at causing the Company any kind of damage, including usage of flaws, software errors, defects in the trading terminal, to generate profit, and will not share such information with third parties.
 - conduct trades honestly and in good faith;
 - not use the Company's internal information to gain any kind of advantage in the process of conducting trades;
 - comply with the law;
 - take all the necessary actions, aimed at preventing illegal trading activities, unlawful trades, money laundering and legalization of funds;
 - not use dishonest methods when conducting trades;
 - not use the Company's website, trading platform, trading terminal to conduct any kind of fraudulent or illegal financial activities;
 - not replenish accounts belonging to third parties, and will not withdraw funds from the Individual's account to the accounts of third parties, and /or to the means of payment of third parties;
 - not use credentials of third parties to perform any operations, as well as that he will not disclose his credentials to third parties. The responsibility for transferring and / or distributing (intentional or accidental) of personal data from the trading terminal and personal account lies entirely with the Client;

- all actions performed by the Client will be legal, will not violate any legal acts, legislative norms, rules, orders and regulations, as well as any other regulatory document in the jurisdiction of the Client and / or affecting his actions, assets, conditions, as well as provisions of the present Agreement.
- 2.11. The Company has the right to unilaterally, and without prior notice to the Client, introduce limits on the number of the simultaneously opened trades, change the period of time, during which the Client is allowed to conduct these trades, change the requirements for such trades, including significant changes, as well as apply any other restrictions or changes affecting the execution of the trades by the Client.

3. TERMS AND CONDITION'S.

The Client hereby accepts that in case of absence in this section of any term used in the Agreement and / or its annexes, such term shall be interpreted within the range of the commonly accepted business practices, typical to derivative financial instruments trading terminology.

The terms with a capital letter are identical in their meaning to the same spelled using lowercase.

- 3.1. **Automatic payment** is a method to replenish the Client's account, without the Client having to enter the card number, or other details each time (recurrent payment).
- 3.2. **Asset** - a resource, having economical value, which is owned by natural or legal person. An asset is subject to various forms of ownership, and may be used to gain profit. For example, stocks, commodities, stock indexes, etc. may be utilized as assets.
- 3.3. **Persons affiliated with the Client** are defined as those persons who are related to the Client (incl. any degree of kinship), in family, partnership, or any other kinds of relationships; persons residing at the same address as the Client; persons carrying out any joint activities with the Client, regardless of forming of any legal entity; persons invited to the trading platform by the same Client or partner. This list is unclosed and may be supplemented unilaterally by the Company in accordance with each case, that will be considered separately.
- 3.4. **Balance** is the amount of funds on the Client's account balance.
- 3.5. **Bonus** – virtual funds credited to the Client's account. A Bonus is accrued if the Client fulfills certain requirements set by the Company.

When conducting trades, the funds added to the balance by the Client are spent first. After these personal funds are spent, the Client entitled to use Bonus funds. The Client is not entitled to withdraw the Bonus amount to his External account. At the same time, the Company has the right to establish such trade conditions, under which the withdrawal of Bonus amount to the External account is available.

The rules of using Bonuses, their conversion into real funds, conditions for Bonus amount withdrawal, as well as the other rules concerning the system of Bonuses in general, are published on the Company's website (if the Company provides bonuses). The Company reserves the right not to offer a system of Bonuses when providing its services.

- 3.6. **Company's website** – the resource containing the Company's web pages, located at the address: <https://binolla.com>.
- 3.7. **Trading time** – the time during which the Client performs trading operations (trades).

- 3.8. **Income** – the amount of funds credited to the Client’s balance when trades are closed in profit.
- 3.9. **Profit zone** – a possibility of getting an income for a trade by the Client, based on a certain (current) price of the asset.
- 3.10. **Loss zone** – a situation in which, based on the current price of the asset, getting an income by the Client is not possible.
- 3.11. **Price change** – a direction of price change may be either “Higher” or “Lower”. This is the necessary condition of trade operation, and determines if the payout for a fixed-time trade is possible.
- 3.12. **Quote** – the current price of the asset. The information about quotes is displayed in the Trading terminal.
- 3.13. **Payout ratio** – is displayed in percentage, and determines the amount of the Client’s income. This percentage ratio is regulated by the Company, and depends on the asset and conditions of a trading operation.
- 3.14. **Asset rate** – the price of the asset that is displayed in the trading terminal. The rate is unilaterally determined by the Company, and depends incl. on the information received by the Company from central banks, liquidity aggregators, market-makers etc.
- 3.15. **Personal account** – a part of the Trading terminal, where the information about the Client and his actions on the trading platform is displayed.
- 3.16. **Log (log-record)** – a file containing specific information about the Client’s actions in the trading terminal. Log-record is created by the Company’s server. At the same time the Company has the right not to record log data. The procedure of logging allows to log all the Client’s requests, his orders, and other actions as well as the results of such actions, up to milliseconds or seconds. In case of disputes arising, in order to ensure that the provisions of the present Agreement are implemented properly, the Parties of this Agreement accept that a log-record is considered to be evidence and the main source of information. The Parties agree that a log-record from the Company’s server has a prevailing value incl. over a log-record from the trading terminal on the Client’s side and has a categoric priority over other arguments and evidence in case of a dispute.
- 3.17. **Withdrawal options** - are displayed in the trading terminal, in the personal account of the Client.
- 3.18. **Operation** – a trade. A distinction can be made between:
- 3.18.1. **Trade operation** - a process of opening and closing of a fixed-time trade, during which the funds are debited from the Client’s account once the trade is opened, and credited in case epy trade closed in profit, and the Client receives income. The Client accepts that there is no physical distribution of an asset, in the process of a trading operation.
- 3.18.2. **Non-trading operation** – an operation that includes crediting of the funds to the Client’s account or withdrawal of funds.
- 3.19. **Quote stream** – a sequence of all quotes. It is displayed in the trading terminal.
- 3.20. **Payment service provider** – a company that provides online services for processing payments (money transfer) in various ways.
- 3.21. **Account** – the account of the Client, which is used by him for conducting trading operations, and to which funds are credited, in case the Client receives income when a trade is closed. The Client is entitled to open only one account in the Company’s system. In

case the Client violates the rule of opening only one account, the present Agreement may be unilaterally terminated by the Company, without prior notice to the Client and disclosing the reasons. At the same time the Company has the right to deny the Client of conducting any operations, as well as refuse to provide payout of funds from the Client's account. The Client opens an account using a currency of his choice. However, the Client is entitled to convert funds in his account to other available currency, provided there are no currently opened trades. The list of currencies, which are available to convert funds to, is displayed in the Personal account of the Client. The Client is informed that the conversion rate is set by the Company, and may differ from rates set by central banks, financial institutions and market. The Client accepts that currency conversion is an expense and is determined at the time of such operation. The Company also has the right to provide the Client with the opportunity to use his Account for purposes that are not specified in this Agreement. The relationship between the Company and the Client in such cases are regulated by the additionally concluded agreements and / or contracts.

- 3.21.1. **External account** – the Client's current account in a bank and / or payment system.
- 3.22. **Debiting of funds (withdrawal of funds)** – debiting of funds from the Client's Account and crediting them to his External account.
- 3.23. **Trade** - a trading operation on a derivative financial instrument, in the process of which its essential conditions are established. When conducting a trade, the Client pays the amount of the trade, and the Company pays a fixed income, provided that all the conditions of the trade are agreed upon and fulfilled.
 - 3.23.1. **Open trade** - a trade from the moment it was opened and until it is closed, while it is not determined for an open trade, whether a payment for it will be made.
 - 3.23.2. **Closed trade** – a trading operation of closing an open trade. The period of time from the opening of the trade till its closure is agreed upon by the Parties at the moment of conducting of the trade. A trade may be closed ahead of schedule, provided that the Company has such a technical capability. In addition, the Company has the right to unilaterally make a decision to provide the Client with the opportunity to close the trade ahead of the schedule, or refuse such early closure.
 - 3.23.3. **Risk-free trade** – a trade for which the Client is guaranteed to receive income, provided the certain requirements for payout are met. Or the amount of the trade will be returned to the Client, in case these requirements are not met.
- 3.24. **Company's server** – The Company's complex of hard- and software, designed to process information requests of Clients' computers within data transmission networks. In particular, the sever processes and stores information about the Clients' requests for performing trade and nontrading operations, about restrictions on performing such operations, about providing data on quotes for assets, keeps records of Client's operations, determines the financial result of trading operations, controls the compliance with all the conditions of the trades.
- 3.25. **Amount of the trade** – the amount of money the Client pays to the Company for conducting a trade.
- 3.26. **The Company's account** – a current account in a bank or other financial institution, an account in an electronic payment system, as well as other accounts of the Company.
- 3.27. **Essential conditions of the trade** – conditions that determine the payment of income to the Client.

- 3.28. **Trading terminal** – software, using which the Client conducts trading operations, as well as received all the required information, incl. data on quotes, messages from the Company, data on currency exchange rates etc. The trading terminal cannot be used in countries where it's prohibited to conduct fixed time trades or any other trades with derivative assets. The trading terminal may also not be used by persons affiliated with the Client. The Client registers his trading terminal during the procedure or registration on the Company's website. Logging into the trading terminal is carried out using the password that the Client sets independently, and becomes responsible for its non-disclosure to third parties. The Client hereby confirms that all actions made using his Trading terminal will be performed by the Client personally.
- 3.29. **Trading signal** – a recommendation to buy or sell derivative financial instruments, which is based on the market analysis. A trading signal cannot be considered an offer. A trading signal is only information about the direction in which a trade may be opened. It is not a direct recommendation and a call to open a trade. The Company is not responsible for operations performed by the Client, on the basis or information obtained from trading signals. The Client has the right to use trading signal as an indicator for opening a trade, or has the right to ignore the information received.
- 3.30. **Expiration of the fixed-time trade** – the final settlement of derivative financial instrument within the closed trade.
- 3.31. **"1-Click"** – an option, using which the Client can top up his Account without repetitive (additional) entering of the card's data.
- 3.32. **Cookie-file** – small fragments of text that are transmitted from the Company's website to the browser and / or to the mobile device of the Client. Using cookies, the Company's website becomes the most useful for the Client. Cookie files help to authenticate the Client, prevent fraud and protect the Client when interacting with the service. The Client has the right to allow or block all cookie files.
- 3.33. **Fixed-time** – a derivative (financial instrument), which is based on the operation of opening of the trade and the operation of closing it. In this case the trade is placed for a specific amount, chosen by the Client. The Company does not provide the Client with borrowed funds.

4. PROTOCOL FOR COORDINATION BETWEEN PARTIES

- 4.1. In order to ensure interconnection and obtain information, the Parties shall approve the following means of communication:
- elephone connection, including SMS messages;
 - email; – postal service;
 - the Company's website;
 - any kinds of messages and announcements that the Company sends to the Client via web browser, Personal account, trading terminal, or trading platform in general.
- The Company reserves the right to supplement and change the above list at its sole discretion.
- 4.2. The Client hereby guarantees that all the information provided by him during the process of registration on the trading platform, may be used by the Company as the only correct contact information of the Client.

- 4.3. The Company has the right to send, and the Client is obliged to accept messages from the Company at any time.
- 4.4. The Company has the right to send to the Client any information related to the execution of the present Agreement, incl. message of informative, notification, or advertising nature. At the same time the frequency of sending messages is regulated by the Company unilaterally. The Client has the right to refuse to receive messages from the Company, using the “Unsubscribe” button (in case it’s available) or by contacting support specialists of the Company.
- 4.5. The Parties have established the following deadlines, after which a message is considered to be accepted by the Client:
- for telephone communications: upon completion of a conversation with the Client; and right after sending an SMS message.
 - for email: 1(one) hour after sending an email by the Company’s representatives;
 - for postal message: 10 (ten) days from the date of sending the letter (package);
 - for notifications via the Company’s website immediately after the publication of notifications by the Company;
 - for notifications in the browser, personal account, or other section of the trading platform of the Company: immediately after posting of the message by the Company.
- 4.6. The Parties have hereby agreed on the following addresses for communications;
- Company’s email: info@binolla.com.
- The Company has the right to supplement and change addresses used for providing information. The Client undertakes to independently monitor such information on the Company’s website.
- 4.7. The Client guarantees his polite and correct communication with the Company and its representatives. In case of violation of this clause, the Company has the right to terminate this Agreement unilaterally without providing the reasons.

5. PERSONAL DATA IDENTIFICATION. ACCESS TO THE TRADING TERMINAL.

- 5.1. The Client guarantees that when registering on the Company’s website, to provide true, complete and correct information in accordance with the requirements established by the Company and registration forms. The Company has the right to terminate the present Agreement in case the Client provides false or incorrect data.
- 5.2. The Client provides information used for personal identification.
- 5.3. The Client undertakes to immediately inform the Company about any changes in the sections of personal, contact or identification data, by making the appropriate changes on the trading platform (in his personal account in the trading terminal).
- 5.4. The Company has the right to request, and the Client is obliged to provide documents for personal identification of the Client, as well as documents, requested by the Company as part of ongoing internal checks. Including, but not limited to:
- Identity documents;
 - documents to confirm the legal usage of funds by the Client;
 - other documents the Company may consider necessary.

- 5.5. The documents listed in the clause 5.4. of the present Agreement, must be provided by the Client within 5 (five) calendar days, or other time period established by the Company via the relevant notifications.
- 5.6. In case the Client fails to submit such documents, following the procedure described in the clauses 5.4.-5.5. of this Agreement, the Company has the right to suspend any operations of the Client, until the reason of such suspension is eliminated. In addition, the Company reserves the right to block any operations of the Client (both trading and non-trading) until the date of completion of the identification procedure.
- 5.7. Login to trading terminal of the Client is carried out using a password. The password is set by the Client personally, when registering on the Company's website. The Client has the right to change the password, or in case of loss, recover the password, using the special password recovery procedure.
- 5.8. The Client is responsible for non-disclosure of his password to third parties, as well as for any unauthorized access to the trading terminal by means of changing or guessing the password. A third party, who logged into the trading terminal by entering a password is identified by the Company as the Client himself.
- 5.9. The Parties hereby confirm and guarantee that all actions, performed into the trading terminal by entering a password, are considered to be performed by the Client personally.
- 5.10. The Company is not responsible for disclosure of the password to third parties, for loss of password by the Client, for theft of password, as well as any unauthorized access to the trading terminal of the Client for any reasons.

6. PROCEDURE OF RESOLVING DISPUTES.

- 6.1. The Parties will strive to resolve any possible disputes and disagreements that may arise under this Agreement, or in connection with it, by means of negotiations.
- 6.2. In case of failure to reach an agreement during the process of negotiations, the Client has the right to send a claim to the address of the Company. The Company has the right to suspend the possibility of performing any operations by the Client until the Parties reach an agreement.
- 6.3. The claim of the Client, must be composed, and sent to the Company in written form.
- 6.4. The claim of the Client must contain all the following information within the same message:
 - identification data of the Client (last name, first name, patronymic, email address, telephone number);
 - number of the Client's personal account;
 - a detailed description of the disputable situation, including date and time of its occurrence;
 - in case the claim is subject to assessment in monetary terms – a detailed calculation of the amount of the claim;
 - the number of the clause of the Agreement, violated by the Company;
 - evidence of the violated rights of the Client, incl. written;
 - a list of documents, reflecting the requirements of the Client and the circumstances of the incident; documents must be provided in form of the attachment;
 - other information required for a fair resolution of the dispute.

In case of absence of information, documents in accordance with the list specified into the present clause, the Company has the right not to consider such claim.

- 6.5. The claim is sent by the Client, in accordance with clauses 6.3.-6.4. of the Agreement, within 5 (five) days from the date of occurrence of the event, causing the disputable situation. The Company has the right not consider claims that are outside of the specified time period.
- 6.6. The claim is sent to the Company by email: info@binolla.com, or by registered mail with notification. Claims submitted using any other means will not be considered.
- 6.7. In case the text of the claim contains profanity, offensive language or exclusive emotional assessment of the case – such claim will not be considered by the Company.
- 6.8. The Company has the right to request, and the Client is obliged to provide documents, required by the Company to analyze the disputable situation. Documents are provided by the Client within the term specified in the request. In case of failure to provide the required information by the Client within the term specified – the Company has the right to leave the claim without consideration, and the Client's requirements without satisfaction.
- 6.9. The Parties confirm that the assessment of the disputable situation is carried out primarily on the basis of the log-record of the Company's server. The Parties agree that log-record of the Company's server is the main source of information and is of prevailing importance, incl. before log-record from the trading terminal of the Client, as well as having peremptory priority over other evidence and arguments in a disputable situation.
- 6.10. The Company considers the claim within 30(thirty) business days, excluding the time period for the Client to provide the additional documents requested by the Company.
- 6.11. Disputes that were not settled in the process of negotiations are resolved in court, with obligatory observance of the claim procedure. The claim procedure is considered to be observed in case of its compliance with the clauses 6.3.-6.11.

7. GOVERNING LAW.

- 7.1. This Agreement is concluded on the territory, and is governed by the laws of St. Vincent and Grenadines.
- 7.2. Claims that have arisen between the parties, and that have not been settled amicably, are subject to consideration in the courts of St. Vincent and Grenadines, at the place of registration of the Company.
- 7.3. The Client agrees that the place of legal trial cannot be changed under any circumstances.

8. LIST OF COUNTRIES (TERRITORIES) WHERE THE COMPANY DOES NOT PROVIDE SERVICES.

- 8.1. The Company does not operate in the following territories: Australia, Austria, Belgium, Bulgaria, Hungary, Great Britain, Republic of Vanuatu, Gibraltar, Germany, Greece, Grenadines, Denmark, Republic of Zimbabwe, Ireland, Islamic Republic, Republic of Iraq, Iceland, Spain, Italy , Israel, Iran, Republic of Yemen, Canada, Cyprus, Federal Republic of the Congo, Republic of Côte d'Ivoire, Democratic People's Republic of Korea, Latvia, Republic of Lebanon, Libya, Lithuania, Luxembourg, Liechtenstein, Republic of Mali, Malta, Republic of Liberia, Republic of Mauritius, Netherlands, Norway, New Zealand, Poland, Portugal, Puerto Rico, Romania, Saint Vincent, Syrian Arab Republic, Slovakia, Slovenia,

Republic of the Union of Myanmar, USA, Republic of Somalia, Republic of Sudan, Finland, France, Estonia, Croatia, Central African Republic, Czech Republic, Switzerland, Sweden, Federal Democratic Republic of Ethiopia, Eritrea, Japan, Isle of Man, Guernsey, Jersey.

- 8.2. The Company does not provide services to dependent, connected and / or associated territories of the states, listed in clause 8.1. of the Agreement.
- 8.3. The Company does not provide services to persons directly or indirectly related to the countries and territories from clause 8.1. of the present Agreement, including, but not limited to:
 - persons whose place of birth is one of the countries from clause 8.1. of the Agreement;
 - persons who are residents of the states from clause 8.1. of the Agreement;
 - persons residing in the territory of the states from clause 8.1. of the Agreement;
 - persons having a postal address and / or address of residence in the state from clause 8.1. of the Agreement;
 - persons having a residence permit, entry permit or other similar document of the state from clause 8.1. of the Agreement.
 - persons having phone a number, IP-address of the state specified in clause 8.1. of the Agreement;
 - persons having any other connections with the states, territories from clause 8.1. of the Agreement.
- 8.4. In case of identification of a person, with whom the Company concluded the Agreement, but who is a person described in the clause 8.1. of the Agreement, the Company has the right to apply any action from clause 10.10. of the present Agreement.

9. FORCE MAJEURE.

- 9.1. The Parties of the present Agreement are released from liability for partial or complete failure to fulfill their obligation in case of force majeure circumstances.
- 9.2. Force majeure circumstances shall be understood as circumstances that arose independently of the will of the Parties, after the Agreement has been concluded, which prevent the full or partial implementation of the Agreement, and the occurrence, actions, and consequences of which could not be foreseen and prevented by reasonable means, including, but not limited to, wars, military operations of any nature, natural disasters, natural and technological disasters, any operations, restrictions imposed by state bodies, or other actions of competent state bodies that may have a direct impact on the fulfillment of the obligations that the Parties agreed upon, strikes, riots, civil unrest, terrorist acts, etc., as well as interruptions in the operation of software, electronic equipment, instability of the quotes flow, instability on the side of the liquidity providers, and more.
- 9.3. Upon occurrence of such circumstances, specified in clause 8.2. of the present Agreement, the company has the right to cancel trades (a trade) of the Client, suspend trading, cancel or change the effect of any provision of the current Agreement, until the force majeure circumstance is eliminated.
- 9.4. In case of force majeure circumstances, the term to fulfill the obligations of the present Agreement is extended proportionally to the period of time, during which such circumstances and their consequences are in force.

- 9.5. The Company has the right not to take any actions in the event of occurrence of circumstances from clause 8.2., if it would be considered rational, reasonable, and expedient.

10. RESPONSIBILITY OF THE PARTIES.

- 10.1. The Company is solely responsible for the real damage caused to the Client as a result of deliberate non-fulfillment of the obligations assumed.
- 10.2. The Company is not responsible for:
- 10.2.1. losses that the Client may incur due to the disclosure of his password used to access to the trading Terminal, as well as password theft and / or loss;
- 10.2.2. lost profits, not receiving profit by the Client, as well as for expenses, losses of the Client that occurred as a result of carrying out any kind of operations by him and regardless of the reasons for such occurrence;
- 10.2.3. for discrepancies between information in the Client's trading terminal and information on the Company's server, incl. regarding the determination of the financial result. The company, in its turn, analyzes this discrepancy and implement the necessary adjustments;
- 10.2.4. any losses of the Client that arose due to reasons beyond the control of the Company, including, but not limited to, hacks, unauthorized logins to the system by hackers, interruptions in the operation of equipment, communication networks, electrical networks, technical failures in the operation of the trading platform, etc.;
- 10.2.5. financial results of the Client's transactions, which he concluded based on information of trading signals, analytical materials, any other information published on the Company's website or in other sources of the Company.
- 10.3. The Client hereby confirms and understands that the activity carried out by him under the provisions of the present Agreement, is associated with risk of losing part of, or all of the amount of funds deposited by him to the Account, risk of not receiving the expected income for a trade. The Client also understands that the Company is not responsible for any kind of losses, negative returns, detriment of the Client, his costs and expenses that he received or may receive due to incorrect information provided by the Company, inaccurate information, incl. relating to the Client's trading terminal and trades conducted by him.
- 10.4. The Client agrees that the Company is unable to ensure the continuous uninterrupted operation of the trading platform and the trading terminal in particular. Accordingly, the Client accepts the software as is, and the Company is not responsible for any failures in the operation of the trading terminal, and for the consequences of such failures. The Client is responsible in the following cases:
- 10.4.1. for damage caused to the Company as a result of providing any false, incomplete, incorrect information;
- 10.4.2. for damage caused to the Company as a result of failure to submit the documents requested by it, or submission of false (incorrect) documents;
- 10.4.3. for damage caused to the Company as a result of use of tools, software products, automated systems, sequence of commands, any other ways and methods for performing actions that do not meet the principles of reasonableness, good faith and honesty when concluding trades and performing other operations;

- 10.4.4. for damage caused to the Company as a result of actions agreed with other clients of the Company, affiliated with them and / or with the Client, other third parties, and resulting in losses to the Company;
- 10.4.5. for other damage caused to the Company as a result of the use by the Client of dishonest methods, ways of conducting trades, including the use of the Bonus system;
- 10.4.6. for losses incurred by the Company, if it has reason to believe that the Client used, or tried to use the Company's software in bad faith;
- 10.4.7. for losses incurred by the Company, if it has reason to believe that the Client used the funds in the Company's Account in bad faith;
- 10.4.8. for damage caused to the Company as a result of the use by the Client of flaws in the Company's software, errors of the trading platform, trading terminal and other flaws in the Company's system;
- 10.4.9. for damage caused to the Company due to the use by the Client of the Company's internal information, incl. confidential, which provided the Client with any kind of advantage when conducting trades;
- 10.4.10. for damage caused to the Company due to the use by the Client of the technical mechanism of updating the quotes stream.
- 10.5. The list of reasons for holding the Client liable is unclosed, and may be supplemented by the Company at its sole discretion unilaterally, without time limits (regardless of the time when the violation was committed by the Client).
- 10.6. Losses caused by the Client may be debited from his Account, or the account of another person, provided that this account de facto belongs to the Client.
- 10.7. The Company has the right to block the trading terminal of the Client, depriving him of the further possibility to perform operations.
- 10.8. The actions specified in clauses 9.4.-9.5. may be implemented by the Company, provided that it has sufficient grounds to believe that the Client's actions were aimed at causing damage to the Company and caused and / or could cause damage to the Company.
- 10.9. In case of violation of any of the terms of the present Agreement, the Company has the right to:
 - 10.9.1. block the Client's access to the trading terminal;
 - 10.9.2. suspend the ability to perform any operations by the Client;
 - 10.9.3. change the amount of payment to the Client, as well as the balance of the Client's Account;
 - 10.9.4. declare one, several and all of the Client's trades as invalid, close one, several or all of the Client's trades;
 - 10.9.5. terminate the provision of services to the Client with or without a refund of the funds deposited by the Client;
 - 10.9.6. terminate the Agreement unilaterally;
 - 10.9.7. take other actions that the Company deems reasonable in the given situation.
- 10.10. When the Company performs actions from clause 9.7., the Client undertakes to take all possible actions to eliminate the identified violations within 30 (thirty) days from the date the Company discovers violations of the terms of the Agreement. Otherwise, the Company has the right to deduct all funds from the Client's Account. Upon elimination of violations by the Client, as well as upon fulfillment by him of all the requirements of the Company, the

Company has the right, but is not obliged, to return to the Client the previously deducted funds.

- 10.11. All actions named in clause 9.7. of the Agreement, the Company has the right to apply separately or simultaneously, without prior notice to the Client about such actions, guided solely by its own discretion, without providing explanations.
- 10.12. In case of termination of the Agreement by the Company, the Client is not entitled to register a new account, including using false and / or other person's data during registration. In case there is at least one reason to believe that the Client has violated clause 9.10., the Company has the right to install the sanctions outlined in clauses 9.7.-9.8. of the Agreement.

11. TERM OF THE AGREEMENT. TERMINATION PROCEDURE.

- 11.1. The date of conclusion of the present Agreement is the date of registration of the Client on the Company's website.
- 11.2. The Agreement is concluded by the Parties for an indefinite period.
- 11.3. Either of the Parties has the right to terminate this Agreement unilaterally:
- 11.3.1. the agreement is considered terminated by the Company from the date specified by the Company in the relevant notice to the Client;
- 11.3.2. the agreement is considered terminated by the Client after 10 (ten) days from the date of receipt by the Company of the relevant notice from the Client. The Client undertakes to send a notice of termination by registered mail with notification, to the Company's registration address, or to the Company's e-mail address: info@binolla.com. At the same time, the Client has the right to terminate the Agreement unilaterally, only if there are no unfulfilled obligations on his part under the Agreement.
- 11.4. The Agreement is considered terminated, provided that the Parties have fulfilled their mutual obligations, and that there are no debts of any kind.

12. FINAL PROVISIONS.

- 12.1. The Company has the right to make changes, additions to this Agreement unilaterally, without prior notice to the Client. The date of entry into force of these changes/additions is the date specified by the Company (if any), or the date of release of such changes/additions. In case such changes are related to alterations in legislation, rules of trading systems, markets or such agreements, the date of their entry into force is identical to the date of the corresponding publication.
- 12.2. Changes introduced by the Company apply to all clients, regardless of the date of their registration.
- 12.3. The Client is obliged to independently monitor all changes and additions made by the Company to this Agreement and any of its annexes. Such changes are published on the Company's website, on the trading platform, in the trading terminal. Responsibility for ignorance of any changes made, lies entirely with the Client.
- 12.4. The Company has the right to suspend the provision of its services to the Client at any time without providing explanation.
- 12.5. Within the framework of the present Agreement, and for the purpose of its execution, the Client agrees to the processing of personal data provided by him (automated and

nonautomated), incl. consent to the collection, receipt, systematization, storage, clarification, extraction, use, transfer (distribution, submission, access), depersonalization, blocking, deletion, destruction, cross-border transfer of data. Consent is provided by the Client for 80 (eighty) years. The Client has the right to withdraw consent using the procedure described in the Privacy Policy, which is an annex to the present Agreement.

- 12.6. The Company guarantees the confidentiality of the data provided by the Client, except as required by law or force majeure.
- 12.7. Any information provided to the Client, may be used by him only to perform actions provided for by the Agreement.
- 12.8. The Company is not responsible for the reliability, accuracy, relevance, as well as the frequency of information provided and / or posted by third parties. Moreover, the Company is not responsible for the consequences of such information, in the form of decisions made by the Client. The scope of the Client's rights to such information is limited by the scope of the Company's rights to it.
- 12.9. The Company has the right to assign the rights and obligations under this Agreement to a third party. Notification of the Client about the assignment being made is not required.
- 12.10. The transfer of rights and obligations by the Client to another person is only possible on condition that the Company provides written consent to the cession being performed. Otherwise, the assignment of the rights and obligations of the Client is invalid.
- 12.11. The Company reserves the right to have material profit in relation to any operation in the trading platform or personal account, as well as material profit (relationship, agreement) that conflicts with the interests (relationships, agreements) of the Client. This right concerns, incl. partners of the Company, persons affiliated with it, any other interested third parties. In turn, the Client agrees to the Company to act in relation to the Client, in the way the Company deems correct and appropriate, regardless of the material interest of the Company.
- 12.12. The Company guarantees that any agreements it concludes with third parties, under which the Company has the right to act on behalf of the Client, are concluded solely in the interests of the Client.
- 12.13. The Agreement may be concluded in the language of any country where the Company operates. At the same time, an agreement in English shall prevail. In case of any kind of discrepancies in the provisions of agreements concluded in different languages, the parties agreed to be guided by the text of the agreement in English language.
- 12.14. In case one or more provisions of the present Agreement are recognized as illegal by a court of competent jurisdiction, the Parties have agreed that such a provision will be considered as part of the Agreement, without affecting the rest.
- 12.15. The text of the present Agreement published on the Company's website takes precedence over the text published in any other source.
- 12.16. The Client undertakes to use the trading platform solely for the purposes provided for by the present Agreement. Upon termination of the Agreement, the use of the trading terminal is prohibited.
- 12.17. In all situations not specified in the present Agreement, the Company is guided by the principles of honesty, reasonableness, as well as the generally accepted provisions of business practices for this kind of activity.