

Terms of Use

1. General information

Freedom Finance Cyprus Ltd is an investment company with LEI code [2138006Q4P69VVS8MZ72](https://www.lei.com/lei/2138006Q4P69VVS8MZ72), incorporated and registered in the Republic of Cyprus with registration number HE 324220 whose registered office is at Andrea Zappa, 1, flat/office 1, 4040, Limassol, Cyprus (the Company, we or us).

We are regulated by the Cyprus Securities and Exchange Commission under licence 275/15, as amended, and is authorised to provide investment and ancillary services and perform investment activities specified in this licence. Details of our authorisation in English can be found on:

- our official website www.ffineu.eu
- the Cyprus Securities and Exchange Commission (CySEC) website www.cysec.gov.cy/en-GB/entities/investment-firms/cypriot/73116/
- the European Securities and Markets Authority (ESMA) website https://registers.esma.europa.eu/publication/details?core=esma_registers_upreg&docId=a_e23522.

2. Scope and application

2.1. This document shall apply to you **only if you are not our client**.

If you are our client, our General Terms for Dealing in Securities in Request for Quote Basis shall apply when you wish to buy financial instruments traded OTC, or [General Rules](#) shall apply when you wish to buy financial instruments traded on stock exchanges.

2.2. These Terms of Use (agreement) form the standard agreement between you and us meeting the requirements provided for in this agreement on the terms and conditions upon which we can agree to sell you and you agree to buy from us financial instruments displayed on our websites www.bondsfreedom.com or www.freedom24.com or www.tradernet.com (Websites).

2.3. We may, acting in our sole and absolute discretion, provide on Websites indicative quotations with respect to certain financial instruments, which, however, shall not constitute an offer to enter into a particular transaction.

Once you are interested in a transaction based on a relevant quotation, you shall submit a corresponding offer to us, provided that we shall not be however obliged to accept such offer.

We reserve the right to change, replace or eliminate any quotation initially selected by you before payment for the financial instruments selected is made (permitted change), and once such quotation has been changed, we will use reasonable efforts to promptly update you with a corresponding change, replacement or elimination.

We shall neither be responsible nor liable for any loss suffered by you in connection with provision of quotations or any permitted change.

You understand and agree that we will be dealing with you on a request for quote basis only and you will not exercise any reliance on us with respect to any transaction hereunder.

2.4. This agreement shall commence on the day you have paid us for the Financial instruments selected by you using one of payment methods displayed on Websites.

- 2.5. This agreement shall be personal to you and accordingly neither the benefit of nor the obligations under any provision of this agreement or transaction may be assigned, transferred or delegated by you to any third party without our prior written consent.
- 2.6. This agreement constitutes the entire agreement between you and us and supersede and extinguish all previous drafts, agreements, arrangements and understandings, whether written or oral, relating to the subject matter of this agreement.
- 2.7. We may amend this agreement from time to time. Any changes to this agreement will not apply to agreement commenced prior to the date on which the changes become effective unless specifically agreed otherwise.

3. Placing an order and its acceptance

- 3.1. You may only submit an order using the method set out on Websites. Each order is an offer by you to buy financial instruments specified in your order subject to this agreement.
- 3.2. Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.
- 3.3. After you place your order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.4.
- 3.4. Our acceptance of your order takes place when we send an email to you to accept it (**Order Confirmation**). This agreement will relate only to those Financial instruments confirmed in the Order Confirmation.

4. Opening an account

- 4.1. We will open a trial account for you upon sending you the Order Confirmation and before the payment for Financial instruments selected is made. You agree that to open a trial account for you we may create your plain economic profile as explained in Annex I to this agreement.
- 4.2. You agree that all necessary documents needed for verification of your identity will be submitted by you to us within 5 working days after the day on which payment for Financial instruments is made.

You agree that all necessary information needed to change of your plain economic profile will be provided by you to us within 5 working days after the day on which payment for Financial instruments is made.

- 4.3. When you have provided all necessary documents and information in accordance to clause 4.2 above, we shall send you a written confirmation about his acceptance and changing the status of your account from trial to real one (or refuse of its acceptance if you are not eligible for opening an account with us).

5. Payment methods

- 5.1. Payment for the Financial instruments selected is in advance. We will take your payment upon acceptance of your order.

- 5.2. You can pay for the Financial instruments selected using a debit card or credit card. The only official payment methods are the methods that appear on Websites. You are taking all the risks related to the use of the payment methods unless these payment methods are our responsibility. You shall bear all extra charges arising out of or related to payment.
- 5.3. We are not responsible for any delay or cancellation of financial transactions that may be caused by the selected payment service provider (PSP). In case where you have any claims related to any of the PSP, it is your responsibility to contact the support service of the PSP and to notify us of your claims.
- 5.4. We shall not be responsible for the activities of any PSP that you may use in order to make any payment. In case any fraud appears during the financial transaction or after it, we reserve the right to cancel the transaction and to freeze your real account opened with us.
- 5.5. To make a payment to us, you shall choose any of the payment methods available on Websites, fill in all the required details and proceed to the payment page.
- 5.6. The processing time depends on the selected payment method and may vary from one method to another. We cannot regulate the processing time and the transaction time can vary from seconds to days.
- 5.7. Upon receiving funds you have paid to us, you will receive a receipt by email.

6. Delivery of financial instruments

We will deliver Financial instruments selected and fully paid by you within 7 working days following the day of an opening your real account.

7. Termination

- 7.1. Without affecting any other right or remedy available to parties, this agreement is deemed to be terminated in following cases (each - Termination event):
 - 1) Financial instruments selected by you have been delivered on your real account with us (execution of this agreement);
 - 2) You fail to submit to us on due date documents necessary for verification of your identity in accordance with clause 4.2 of this agreement;
 - 3) We have considered that you are not eligible for opening an account with us;
 - 4) Verification of your identity was not completed during fourteen days after the day of payment.

8. Refund

- 8.1. You have the right for refund if a Termination event listed in clauses 7.1.2) to 7.1.4) only occurs.
- 8.2. A refund will be made by returning funds directly to the card used to make the payment within two working days after the day on which a Termination event listed in clauses 7.1.2) to 7.1.4) occurs.
- 8.3. Notwithstanding of clause 8.2 above, you have the right to submit a withdrawal request. Withdrawal requests are processed by our accounting department one-at-a-time. The process time of your request to withdraw funds is on the same day that the request to withdraw funds was made, or the next working day if your request is received outside of normal working hours. We reserve the right to increase the processing time; in such case, we shall notify you any contact method specified by you in your profile.
- 8.4. A refund will be made by returning funds directly to the card used to make the payment.

In case where it is technically impossible, a refund will be made by returning funds directly to an account opened on your name and indicated in your withdrawal request. You are fully responsible for the information provided to us through the withdrawal request.

8.5. In case of refund, you shall bear all extra charges arising out of or related to refund.

9. Payment Service Providers

9.1. You agree to pay for Financial instruments, as well as for any additional expenses (if any), including, but not limited to, all possible taxes, charges, etc.

9.2. You bear full responsibility for timely payments.

9.3. The Payment Service Provider only facilitates payments for the amounts indicated on our websites and it is not responsible for the payment of any additional fees/expenses by you. After you click the “Pay” button, the transaction is deemed to be irrevocably processed and executed. After clicking the “Pay” button, you agree that you will not be eligible to cancel the payment or request to cancel it.

9.4. You bear legal responsibility for violating the legislation of your home country and confirm that the PSP is not responsible for any such unlawful or unauthorized violation. By agreeing to use payment methods, you understand and accept that processing of any of your payments is executed by the PSP and there is no statutory right of revocation of already purchased Financial instruments or any other opportunities to cancel the payment. The PSP is not responsible for any failure to process the data related to your payment card, or for the issuing bank’s refusal to provide authorisation for the payment with your payment card. The PSP is not responsible for the quantity or price of Financial instruments purchased by you by using your payment card. When you pay, you are primarily bound by this agreement. Please note that only you, as the cardholder, are responsible for paying for Financial instruments and for any additional expenses/fees that can be applied to this payment. The PSP acts only as the executor of the payment and it is not responsible for pricing, total prices and/or total sums. In case there is a situation when you do not agree with the terms and conditions and/or other reasons, we ask you not to proceed with the payment.

10. Data protection

We will only use your personal data as set out in our Privacy Policy available in our official website www.ffineu.eu.

11. Representations, warranties and covenants

11.1. On a continuing basis, you represent, warrant, covenant and undertake to us, both in respect of yourself and any other person for whom you act as agent, that:

- 1) You are authorised and have the capacity to enter into this agreement and any transactions which may arise under them;
- 2) You are over 18 years old and/or have full capacity and/or are competent to enter into this agreement and aware of the local laws and regulations of your country of residence in regards to being allowed to enter into this agreement and the information you have provided during the registration process as well as in any our document is true, correct, complete and accurate and that you will promptly inform us of any changes to details or information provided to us;



- 3) You warrant to us that all and any documents delivered by you or on your behalf to us are at all times true, valid and authentic;
- 4) You unreservedly state, affirm, warrant and guarantee that you have chosen the investment amount, taking your total financial circumstances into consideration which you consider reasonable under such circumstances;
- 5) Any asset delivered to us shall belong exclusively to you, to be free of any lien, charge, pledge and any other encumbrance, and that they shall not be either directly or indirectly proceeds of any criminal act or omission nor a product of any criminal activity;
- 6) You act for yourself and not as a representative nor as a trustee of any third person, unless we have signed the Agency annex and you have submitted to us all necessary supplementary documents;
- 7) You acknowledge that we shall not be obliged to inform you on an individual basis of any developments or changes on existing laws, directives, regulations, information and policies from any competent authority and you should refer to our official website www.ffineu.eu to obtain all these data and information as well as to any other document that we can publish from time to time;
- 8) There are no restrictions, conditions or restraints by Central Banks or any governmental, regulatory or supervisory bodies, regulating your activities, which could prevent or otherwise inhibit you entering into under this agreement any transaction;
- 9) Any transaction in accordance with this agreement does not violate any agreement and/or contract between you and third parties;
- 10) This agreement, each transaction and obligations created hereunder are binding on you and enforceable against you in accordance with their terms and do not violate the terms of any applicable regulations;
- 11) There is no pending or, to the best of your knowledge, brought against you any action or legal proceeding before any court, arbitration court, governmental body, agency or official or any arbitrator that purports to draw into question, or is likely to affect, the legality, validity or enforceability against you of this agreement and any transaction which may arise under them or your ability to perform obligations under this agreement and/or under any transaction which may arise under them in any material respect;
- 12) You will not enter into any transaction unless have a full understanding of all of the terms, conditions and risks thereof, and you are capable of assuming and willing to assume (financially and otherwise) those risks;
- 13) Any information that you provide to us will not misleading and will be true and accurate in all material respects. You will inform us about any changes and information provided to us becomes misleading or does not materially represent your capacity and ability to trade with us;
- 14) You warrant that have regular access to the Internet, and to the e-mail address and mailbox you have provided, and it is hereby expressly agreed that it is appropriate for us to communicate information, relevant to this agreement and the provision of the services to you by electronic means, including through our official website, even though such information may not be addressed personally to you;



- 15) You have carefully read, understood and accepted the entire text of (i) this agreement, (ii) General Terms including appendixes, annexes and supplementary documents, (iii) General Terms for Dealing in Securities un Request for Quote Basis, and (iv) the information posted on Websites as well as our official website www.ffineu.eu;
- 16) You unreservedly state, affirm, warrant and guarantee that any loss or damage or penalties or legal costs or otherwise suffered by us due to violation of these declarations and warranties resulted by false and/or misleading information provided by you or unsubstantiated declarations made herein, are subject to full indemnification by you towards us.

12. Liability

- 12.1. We will not be liable for any loss, liability or cost suffered or incurred by you as a result of providing services to you unless the loss, liability or cost is caused by our gross negligence, willful default or fraud committed while acting on your instructions.
- 12.2. We will not be liable for any loss, liability or cost which you may suffer or incur as a result of the negligence, willful default or fraud of any third party (including any broker, bank, agent, custodian, investment exchange, depository or clearing house, PSP) which we has taken reasonable care in appointing.
- 12.3. Neither we nor any third party that acts on our behalf in providing a service to you, whether affiliated to us or not, nor our directors, officers, servants, agents or representatives, will be liable to you (except in the case of fraud) for any consequential, indirect, special, incidental, punitive or exemplary loss, liability or cost which you may suffer or incur arising out of our acts or omissions under this agreement, howsoever the loss, liability or cost is caused and regardless of whether it was foreseeable or not.

For the purpose of this Clause, the expression “consequential loss, liability or cost” includes any loss, liability or cost arising from you unable to sell financial instruments where the price is falling, or from not being able to purchase financial instruments where the price is rising, or from being unable to enter into or complete another transaction which you require to have disposed of or purchased the financial instruments or any other loss arising as a result of loss of business, profits, goodwill or data and any indirect, special, incidental, consequential, punitive or exemplary loss, liability or costs, whether arising from negligence, breach of contract or otherwise and whether foreseeable or not.

We shall not be held liable for any loss which is or which may be the result of deceit in relation to the facts or mistaken judgment or any act done or which we have omitted to do, whenever it arose, unless to the extent that such deceit or act or omission is due directly to deliberate omission or fraud by us.

- 12.4. You warrant and represent that you shall indemnify us and maintain it so indemnified against any claim, damage, liability, costs or expenses of any third party and/or which may be satisfied by us and which may arise in relation to this agreement and/or in relation to the provision of the services and/or in relation to the non-fulfilment of any of your statements and/or orders and/or instructions contained in this agreement.
- 12.5. Nothing in this agreement excludes or limits our liability if any such exclusion or limitation is prohibited by the governing law.

13. Force Majeure

13.1. Force Majeure Event means any circumstance not within our reasonable control, including, without limitation:

- 1) acts of God, flood, drought, earthquake or other natural disaster;
- 2) epidemic and pandemic;
- 3) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- 4) nuclear, chemical or biological contamination or sonic boom;
- 5) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- 6) collapse of buildings, fire, explosion or accident;
- 7) any labour or trade dispute, strikes, industrial action or lockouts;
- 8) non-performance by third-party financial or credit institutions, PSPs;
- 9) interruption or failure of utility service, hacker attacks or other illegal actions against our E-facilities;
- 10) the suspension, liquidation or closure of any market or the abandonment or failure of any event to which we relate, or the imposition of limits or special or unusual terms on trading in any such market or on any such event;

13.2. Provided it has complied with clause 13.1, if we are prevented, hindered or delayed in or from performing any of our obligations under this agreement by a Force Majeure Event, we shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

13.3. If Force Majeure Event occurs, we shall:

- 1) as soon as reasonably practicable after the start of the Force Majeure Event, notify you of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on our ability to perform any of our obligations under this agreement; and
- 2) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of our obligations.

13.4. If Force Majeure Event occurs and we decided that Force Majeure event exists, we may, but do not obliged, without any prior notice to you, take any of the following actions at any time and without any limitations:

- 1) suspend or freeze or modify any or all terms of this agreement to the extent that Force Majeure Event makes it impossible or impracticable for us to comply with them;
- 2) suspend the execution of any or all our obligation under this agreement;
- 3) take or omit to take any other actions that we deem reasonable.

14. Governing law and jurisdiction

14.1. This agreement is concluded in Limassol, Cyprus and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Cyprus.

14.2. Each party irrevocably agrees that the courts of Cyprus shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

14.3. You hereby irrevocably waive to the fullest extent permitted by law, all sovereign or other immunities and privileges, you and your revenues and assets may be subject or might otherwise be entitled in any jurisdiction, including without limitation, suit and legal process, jurisdiction of any court, relief by way of injunction or order for specific performance or recovery of property, attachment or seizure of your assets (irrespective of their use or intended use) whether before or after judgement and execution or enforcement of any judgment or award by any means. You consent to the grant of such relief in any form and irrevocably agree that you will not claim any such immunity or privilege in any suit, action or proceeding relating to any dispute.

15. Language

This agreement, appendices and additional documents (if any) are drafted in the English language. If this agreement, appendices and additional documents are translated into any other language, the English language version shall prevail.

16. Company contact details

FFINEU Investments Limited

Office and mail addresses: Andrea Zappa, 1, office 1, 4040, Limassol, Cyprus

17. Regulatory authority details

Cyprus Securities and Exchange Commission

Office Address: 27 Diagorou, 1097, Nicosia, Cyprus

Telephone: +357 22 506600

Fax: +357 22 506700

Mail Address: PO. Box 24996, 1306, Nicosia, Cyprus

Website: <http://www.cysec.gov.cy>

Plain Economic profile

- 1) purpose and intended nature of the business relationship: trading in financial instruments
- 2) state of tax residence: according to your residential address
- 3) your knowledge and experience in the trading: no knowledge or experience;
- 4) Politically Exposed Persons (and relationship with them): no
- 5) the nature of the transactions: trading in transferable securities
- 6) the anticipated account turnover: volume of your order multiplied by two
- 7) the expected origin of incoming funds to be credited in the account: business income from the country according to your residential address;
- 8) the expected destination of outgoing transfers/payments: according to your residential address;
- 9) your size of wealth: volume of your order multiplied by one hundred;
- 10) annual income: volume of your order multiplied by fifty;
- 11) the clear description of the main business/professional activities/operations: self-employed in retail trade.