

# SOCIAL TERMS AND CONDITIONS

In the event of a conflict between us and a Client, terms expressed in English and expressed in any other language, the terms described in English shall prevail over those expressed in any other language.

## 1. General

The Company provides online services to you (the “**Online Service**”) subject to the Terms and Conditions, which incorporate all other rules and policies relating to the services (collectively referred to as the “**Agreement**”), available on the website ([www.tradeberry.com](http://www.tradeberry.com)), in which you have entered into when you created your Account.

The present Terms and Conditions (hereby referred to as the “**Social Terms**”) govern all actions in respect of the Social feature offered by the Company, under which you shall have the ability to interact, follow and copy other users by using information and/or social features provided and/or made available on our Site limited to the [www.tradeberry.com](http://www.tradeberry.com) community (the “**Social Feature**”).

These Terms should be carefully read in conjunction with all the legal documents and policies of the Company before using the Social Feature. By accepting these Social Terms, you unconditionally acknowledge that you have read, understood and intend to be legally bound by these Terms and all the legal documents and policies that apply to your account, as those can be found on the Company’s Site.

Words and Terms not explicitly defined in these Social Terms shall have the same meaning as in the Agreement.

## 2. Scope of the Social Feature

In deciding to Copy a specific user or users, demo or real, and/or follow a particular strategy, you have considered your entire financial situation, including financial commitments. You understand that using the Social Feature is highly speculative and could sustain significant losses exceeding the amount used to copy a user or users.

You are fully aware of the fact that in making a decision to copy a specific user, demo or real, the opening and closing of your positions on derivative contracts will happen in your account without your manual intervention, through automated execution.

Therefore, you hereby authorize Us to execute all actions undertaken by the user or strategy you chose to Copy. These actions are done automatically once initiated by you and do not require any pre-authorization of ongoing activity/copied positions.

In making a decision to copy a specific user, you understand that you will need to specify the parameters corresponding to your risk appetite. you can copy proportional or in full.

You can stop copying a user at any time. Once you stop copying an user or the respective user incurred a Stop Out, all currently open positions related to the said user will not be closed automatically and

you have to close these manually. Moreover, on all such left open positions you are not able to change either the SL or the TP associated orders, but only to close manually whenever you wish. If you copy a user that is using an automatic intervention, at the time the user you copy will close the copied positions these will be automatically closed on your account as well, without your intervention. If you stop copying a user, the copy relationship will be archived and will no longer be part of your account performance. you do have the ability to re-copy the user at any time. If you place additional positions in your account or you modify or cancel an interchange order generated by the Social Feature you may achieve a materially different result than the user that you copied. Withdrawals by the copied user may also generate a materially different result than the user that you copied as it may affect the copy trading proportions specified in Section 3.5. of these Terms.

2.6. The provision of Social Feature does not constitute investment advice or portfolio management on our part or any other kind of investment service. you are using the Copy Service at your own risk and the Company and its affiliates, employees, clients and agents will not be liable for any losses that you may sustain as a result of your using such features.

2.7. There will be no additional costs to be borne by you for the Social Feature other than the Costs referred to in the Services Agreement and incorporated in the Site.

2.8. you are fully aware and you agree, before registration with us, of the fact that you can chose to copy real, real test or demo users. A Demo user is a user which is a non-verified account of the Company, deals on virtual funds and is a demonstrative (demo) account. The account type (demo or real) of each user is a publicly available information, shown in the Personal Information tab of each user and on the CopyBook section (each demo user is market distinctively in the CopyBook).

2.9. you are fully aware and you agree, before registration with us, of the fact that the user or users, demo or real, you decided to follow and copy can deal on a manual intervention basis (open and close transactions manually by a human intervention) or automatic intervention basis (open and close transactions automatically, based on a programmatic algorithm – bot, expert advisor, EA, etc., without any human intervention).

### 3. Risk Disclosure

The Social Feature is associated with various risks and you are urged to carefully read and consider the following risks prior to utilizing the Copy Service:

3.1. Automated execution whereby positions are opened and closed in your account without your manual intervention.

3.2. In making a decision to Copy a specific user or users and/or follow a particular strategy, you have considered your entire financial situation including financial commitments and you understand that using Social Feature is highly speculative and that you could sustain significant losses exceeding the amount used to copy a user or users.

3.3. Social Features are provided by Us solely for informational purposes. We and our affiliates and their employees and agents as well as users using the Social Feature are not investment or financial advisers. IF YOU TAKE DECISIONS IN RELIANCE ON INFORMATION WHICH IS AVAILABLE ON OUR SITE OR AS A RESULT OF THE USE OF THE SOCIAL FEATURE, YOU DO SO AT YOUR OWN RISK AND THE COMPANY AND ITS AFFILIATES, THEIR EMPLOYEES AND ITS AGENTS WILL NOT BE LIABLE FOR ANY LOSSES THAT YOU MAY SUSTAIN.

3.4. YOU SHOULD NOT MAKE ANY DECISION WITHOUT FIRST CONDUCTING YOUR OWN RESEARCH. YOU ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR DETERMINING WHETHER ANY ANALYSIS, OR STRATEGY, OR ANY OTHER PRODUCT OR SERVICE IS APPROPRIATE OR SUITABLE FOR YOU BASED ON YOUR OBJECTIVES AND PERSONAL AND FINANCIAL SITUATION AND THE RESULTS OF YOUR SUITABILITY ASSESSMENT.

3.5. A copied user's positions (with respect to any of our derivative commercial contract) shall be copied in a pro rata proportional amounts of the copied position to the realized market value of the copied user as the basis for the proportions of copied positions, or in full, as you set your CopyBook setting. Such positions shall have the same parameters, to the maximum extent possible.

3.6. Any past performance of our users, risk score, statistics and any other information with respect to users appearing on our Site and applications are not indicative of future results and should be considered as hypothetical as more fully described below. It is important to understand that risk scores, statistical information and historical performance are not a guarantee of future performance. NO REPRESENTATION OR GUARANTEE IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THOSE SHOWN AND/OR THAT A RISK SCORE OF A COPIED USER SHALL NOT IN FACT BE HIGHER.

When reviewing the Content, account, financial performance information, opinions or advice of another registered user, you should not assume that the user is unbiased, independent or qualified to provide financial information or opinions.

3.7. PAST PERFORMANCE AND/OR RISK SCORES SHOULD BE CONSIDERED AS HYPOTHETICAL PERFORMANCE RESULTS. HYPOTHETICAL PERFORMANCE RESULTS HAVE MANY INHERENT LIMITATIONS. NO REPRESENTATION OR GUARANTEE IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THE PAST PERFORMANCE OR RISK SCORE SHOWN. THE ACTUAL PERCENTAGE GAINS/LOSSES EXPERIENCED BY USERS WILL VARY DEPENDING ON MANY FACTORS, INCLUDING BUT NOT LIMITED TO: STARTING

ACCOUNT BALANCES (DEPOSITS AND WITHDRAWALS), MARKET BEHAVIOR, THE USER'S ACCOUNT SETTINGS AND THE ACTUAL PERFORMANCE OF THE COPIED USER.

3.8. ACCORDINGLY, THERE ARE FREQUENTLY SHARP DIFFERENCES BETWEEN HYPOTHETICAL/PAST PERFORMANCE RESULTS AND THE ACTUAL RESULTS SUBSEQUENTLY ACHIEVED BY ANY PARTICULAR STRATEGY PROGRAM. ONE OF THE LIMITATIONS OF HYPOTHETICAL PERFORMANCE RESULTS IS THAT THEY ARE GENERALLY PREPARED WITH THE BENEFIT OF HINDSIGHT. IN ADDITION, HYPOTHETICAL STRATEGIES DOES NOT INVOLVE FINANCIAL RISK, AND NO HYPOTHETICAL DEALING RECORD CAN COMPLETELY ACCOUNT FOR THE IMPACT OF FINANCIAL RISK IN ACTUAL DEALING. FOR EXAMPLE, THE ABILITY TO WITHSTAND LOSSES OR TO ADHERE TO A PARTICULAR PROGRAM IN SPITE OF LOSSES ARE MATERIAL POINTS WHICH CAN ALSO ADVERSELY AFFECT ACTUAL RESULTS. THERE ARE NUMEROUS OTHER FACTORS IN GENERAL OR TO THE IMPLEMENTATION OF ANY SPECIFIC PROGRAM WHICH CANNOT BE FULLY ACCOUNTED FOR IN THE PREPARATION OF HYPOTHETICAL PERFORMANCE RESULTS AND ALL OF WHICH CAN ADVERSELY AFFECT ACTUAL RESULTS.

3.9. NO ASPECT OF THE INFORMATION AND/OR SOCIAL FEATURE PROVIDED AND/OR MADE AVAILABLE ON OUR WEBSITES IS INTENDED TO PROVIDE, OR SHOULD BE CONSTRUED AS PROVIDING, ANY INVESTMENT, TAX OR OTHER FINANCIAL RELATED ADVICE OR SERVICE OF ANY KIND. YOU SHOULD NOT CONSIDER ANY SUCH CONTENT AND/OR ANY SUCH FEATURE TO BE A SUBSTITUTE FOR PROFESSIONAL FINANCIAL AND/OR INVESTMENT ADVICE. IF YOU CHOOSE TO ENGAGE IN TRANSACTIONS BASED ON CONTENT ON THE WEBSITE AND/OR ELECT TO COPY SPECIFIC USERS

AND/OR POSITIONS, THEN SUCH DECISIONS AND TRANSACTIONS AND ANY CONSEQUENCES FLOWING THEREFROM ARE YOUR SOLE RESPONSIBILITY. WHILE INDIVIDUAL PARTICIPANTS MAY OFFER INVESTMENT ADVICE OR OPINIONS AND/OR EFFECT A TRANSACTION WHICH MAY BE SUBSEQUENTLY COPIED BY OTHER USERS, SUCH ADVICE, OPINIONS OR TRADES AMOUNT TO NOTHING MORE THAN EXCHANGES BETWEEN PERSONS WHO MAY BE ANONYMOUS OR UNIDENTIFIABLE OR SIMPLY THE EXECUTION OF A TRADE BY SUCH USERS. THE COMPANY AND ITS AFFILIATES DO NOT PROVIDE INVESTMENT ADVICE OR FINANCIAL SERVICES OF ANY KIND DIRECTLY, INDIRECTLY, IMPLICITLY, OR IN ANY MANNER WHATSOEVER BY MAKING SUCH INFORMATION AND/OR FEATURES AVAILABLE TO YOU. YOU SHOULD USE ANY INFORMATION GATHERED FROM HERE AND/OR UTILIZE THE SOCIAL TRADING FEATURES ONLY AS A STARTING POINT FOR YOUR OWN INDEPENDENT RESEARCH AND INVESTMENT DECISION MAKING.

3.10. In making a decision to copy a specific user, you should consider your financial situation, including your financial commitments. you should understand that copy is highly speculative and that you could sustain significant losses exceeding the amount used to copy a user or users as a result of the following:

- (a) it will involve automated execution whereby requests are opened and closed in your account without your manual intervention;
- (b) if you manually close a request generated by the Copy Service functionality, you may achieve a materially different result than the user that you copied;

- (c) copied requests in amounts lower than the minimum volume will not be opened;
- (d) if the ration between your free margin and the copied user free margin is less than 1 a proportional copy is automatically enabled, even if you previously disabled it and enabled a fix copy; this ratio is calculated at each copy request, so there might be requests which are copied on a proportional basis as mandatory and others which are copied as you set your copy relationship with the other user (fix or proportional);
- (e) cash-out and withdrawals by the copied user may also generate a materially different result than the user that you copied as it may affect the copy proportions;
- (f) following/copying the decisions of inexperienced and/or unprofessional users;
- (g) following/copying users whose ultimate purpose or intention, or financial status may differ from yours;
- (h) if the user you copy has already opened requests on a particular product before your copy relationship started, you will not be able to copy those requests, but only the new ones;
- (i) you cannot change the TP or SL of a copied request, you can only cancel it at any time you wish, without the disable of the copy relationship (future requests of the copied user will be still copied on your account); and/or
- (j) if you decide at any moment to disable the copy relationship between you and another user, the already copied requests on your account have to be canceled by you manually (such request will be market distinctively in the Positions tab (with the icon - )); moreover, you cannot change the SL and TP orders associated with such positions.

#### 4. Privacy – Content and Personal Data

4.1. This Section explains the manner in which We collect and maintain non-public information about Our users (such as Your full name, address, date of birth, identification number, passport, identity card, driver’s license, social security number and/or other identification number and your payment means such as your credit card, e-wallet, bank account details etc. (collectively, Your “Personally Identifiable Information”). The Personally Identifiable Information will be used, stored, processed and handled, in accordance with the applicable legislation.

4.2. By accepting these Terms, you agree and acknowledge that the following information and content shall be considered non-confidential and non-proprietary information (other than your personal data as described herein below, collectively referred to, the "Content"): your username, your picture/avatar (if provided), your state of residency, gender, networks, list of users who follow you, users who copies you etc., list of users you follow or copy, and any network status/posts/blogs and any other content options that enable our users to interact amongst themselves, including without limitation content and information you post on the CAPITALS Vision community and you have opted and/or agreed and/or consented to share with "everybody".

4.3. All information performance results shall be considered non-confidential and non-proprietary information and as the Company's property. By providing such Content, you specifically grant Us a non-exclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide license to use, copy, store, present and/or publish all or any part of your Content,

and We shall be free to use such Content in any manner or media whatsoever, on an unrestricted basis and without any attribution or royalties or other compensation to you, including without limitation, within or outside our website, advertisements, in printed media, newspapers.

4.4. As part of the Social Feature network, users who choose to be part of the social network share their activities, performance, history, statistics, strategies, comments, posts, other users they follow and that follow them with the community. The Personally Identifiable Information of the users and the amount dealt is never disclosed and all users are required to agree to be part of the network and share their strategies and performance.

## 5. User's Obligations

5.1. you shall not use the Content for any unlawful or unauthorized purpose. The use and interpretation of the Copy Service requires skill and judgment, and you shall at all times exercise Your own judgment in the use of the Copy Service.

5.2. you agree not to use to the Services in order to:

5.2.1. Disturb or damage the Services or the servers or the networks connected to the Services. The User must not ignore conditions, policies and/or regulations of networks which are connected to the Services.

5.2.2. Violate deliberately or not deliberately any local, state, national or international law which applies to our software.

5.2.3. By using the Services, you acknowledge that you are well informed that the Company does not perform any prior filtering of the Content and/or financial information made available through the Social Feature by third parties. Notwithstanding the aforementioned, the Company and/or its agents, shall have the right to remove any Content which violates this license conditions or which arises opposition in any other way.

5.3. you agree that it is up to you to evaluate the risks involved with the use of the Copy Service, including the reliance upon the accuracy, perfection and/or benefit of the content made available by the Service. And you agree that the risks with such use shall be on you.

5.4. you acknowledge that you are responsible for any Content, information and material that you submit or transmit through any of our websites, applications and/or any network status/posts/blogs

and any other communications and/or content options available by Us, including your responsibility as to the legality, reliability, appropriateness, originality and copyright of any such information or material. Additionally, you represent and warrant that:

(i) you own all right title and interest in any Content provided by you, and (ii) the posting of your Content by Us (in any manner or media whatsoever, on an unrestricted basis) does not (and will not) violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any individual or make derogatory remarks regarding, defame or otherwise

criticize any person or entity. you shall be solely liable for any damage resulting from any infringement or other violation of the copyrights, trademarks or other proprietary rights of any individual or entity, and for any other harm or losses resulting from any Content.

5.5. you are strictly prohibited from:

- making statement as to your eligibility to provide investment advice, portfolio management and/or any other services and/or activity which may require a license, registration and/or notification in your state of residency and/or in the residency states of our users;
- making statement that the Company and its affiliates endorse, maintain any control and/or guarantee the accuracy and/or completeness of the Content published, posted or shared by you with other users;
- making statements that are abusive, defamatory, harassing, and/or insulting statements to other users or otherwise;
- making statements that advertise or promote any other online entities and/or your and/or any services;
- making statements that contain sexually explicit content and/or any grossly offensive, including expressions of bigotry, racism, hatred or profanity or that is hateful, threatening or pornographic; incites violence or that contain nudity or graphic or gratuitous violence;
- sending or otherwise posting unauthorized commercial communications (such as spam) on our websites, applications and/or utilizing our services;
- collecting users' content or information, or otherwise accessing our websites and/or Services, using automated means (such as harvesting bots, robots, spiders, or scrapers);
- engaging in unlawful multi-level marketing, such as a pyramid scheme, on our websites and/or using our Services;
- uploading viruses or other malicious code;
- soliciting personal information and/or login information or access an account belonging to someone else;
- using our websites and/or Services to do anything unlawful, misleading, malicious, or discriminatory;
- doing anything that could disable, overburden, or impair the proper working of the Site, such as a denial of service attack and/or facilitate or encourage any violations of these Terms. All unsubstantiated performance claims may be removed from any of our websites.

If you violate the above, We shall have the right to terminate your account and registration on our Services.

5.6. We do not undertake to review and monitor all the Content and We do not in any manner endorse, support, sanction, encourage, verify or agree with any such Content. We reserve the

right to review, monitor, revise and/or remove any such Content in any way We see fit in Our sole discretion. you acknowledge that We may report to government authorities any actions that may be considered illegal and/or which may be required by such authorities. When requested, we may cooperate with government authorities in any investigation of alleged illegal activity. you further confirm and acknowledge that We may also maintain records of all such Content.

5.7 you should refrain copying any activity performed by an Introducer/Ambassador of our Company to avoid any inherent conflicts of interest. The conflict on interest consist on the fact that your Introducer might be remunerated based on your account registration request. If you chose to copy your Introducer, you are the sole responsible of such decision, and you should be aware of the inherent conflict of interest and consider this a prior disclosure of such.

#### 6. Miscellaneous

All other Terms and Conditions defined in the Services Agreement and not specifically mentioned herein, including but not limited to the terms relating to the Termination, Withdrawals and Requests' Execution will apply to these Terms, Mutatis mutandis.