trade.Berry

SOCIAL TRADING
TERMS & CONDITIONS

1. General 1.1.

The Site is owned by RCapital Solutions Ltd (the "Company"), a financial services company incorporated according to the laws of the Republic of Cyprus, Registration number 329922, having its registered office at 3 Markou Botsari Street, 2nd & 3rd floor, 3040,Limassol, Cyprus.

The Company operates under license number 246/14 issued in Cyprus by Cyprus Securities and Exchange Commission whose offices are located at 27 Diagorou Str. Nicosia, Cyprus (the "CySEC").

1.2. The Company provides online and mobile financial services to You (the"Company's Services") subject to the Terms and Conditions which incorporate the Company's Retail Client Agreement, Privacy Policy, Conflict ofInterest Policy, Execution Policy, Client Complaints Policy, ClientClassification Policy, Investor Compensation Fund Policy as well as other rules and policies relating to the Services (collectively referred to as the "ServicesAgreement"), available on the Site, in which you have entered into when you created your Trading Account.

1.3. The present Terms and Conditions (hereby referred to as the "Terms")govern all actions in respect of the Social Trading feature offered by theCompany pursuant to which You shall have the ability to interact,follow and copy other traders by using information and/or social trading features provided and/or made available on our Site limited to the TradeBerry community (the "Social Trading Feature").

1.4. These Terms should be carefully read in conjunction with the ServicesAgreement of the Company prior to using the Social trading Feature. By accepting these Terms you unconditionally acknowledge that you have read,understood and intend to be legally bound by these Terms as well as the general terms and conditions that apply to your trading account as those can be found on the Company's Site.

1.5. Words and Terms not specifically defined in these Terms shall have the same meaning as in the Services Agreement.

2. Scope of Social Trading

2.1. By using the SocialTrading Feature you agree to use the trade.Berry investment management service.In order to comply with legal requirements for the provision of investment management services, the Company will assess what trading strategies are suitable for you and under what conditions (the "Suitability Assessment"), prior to the provision of such service (the "CopyTrading Service").We will update the Suitability Assessment from time to time. You confirm and acknowledge that our assessment of your use of Social Trading Features is performed on the basis of the information and documents provided by You, and you confirm the truthfulness, correctness and completeness of such information.You acknowledge that We may rely upon such information and that You are responsible for any damages or losses which may result from any inaccuracies.You can request to revisit your suitability questionnaire at any time and evaluate whether there has been a change to your experience, trading objectives and/or financial situation.

2.2. We will be responsible to you for the provision of the Suitability Assessment and the Copy trading services and for:

- informing you from time to time of the details of your Suitability Assessment; and

- executing all instructions generated by the CopyTrading Service and reporting to you on the resulting transactions. All performance-related data are automatically updated and can be accessed through your Trading Account.

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

2.4. You are fully aware of the fact that in making a decision to Copy a specific trader, the opening and closing of trades will happen in your account without your manual intervention,through automated trading execution.

2.5. Therefore You hereby authorize the Company to limit and/or withhold Social Trading Features based on the Company's ongoing suitability assessments in accordance with its policies and procedures. You further authorize Us to execute all actions undertaken by the trader 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 trades.

2.6. In making a decision to copy a specific trader, you understand that you will need to specify the parameters corresponding to your risk appetite and the results of yourSuitability Assessment.

2.7. You can stop copying a trader at any time. Once You stop copying a trader, all currently open positions related to the said strategy will be closed and all available allocated funds related to the strategy will be automatically transferred to your portfolio. The strategy will be archived and will no longer be part of your portfolio performance. You do have the ability to re-copy the trader at any time. If You place additional trades in your account or You modify or cancel an order generated by the Social TradingFeature You may achieve a materially different result than the user that You copied. Withdrawals by the copied trader 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.

2.8. The provision of SocialTrading Feature does not constitute investment advice on our part. You are using the CopyTrading 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.

2.9. Whenever the copied tracer's positions or strategy are not profitable there will be no additional costs to be borne by You for the Social Trading Feature other than the Costs referred to in the Services Agreement and incorporated in the Site. Whenever the copied trader's positions or strategy are profitable then a commission (the "Commission") applies in addition to the Costs referred to in the Services Agreement. The Commission will be agreed upon by You on the Platform at the moment You choose to copy or follow a particular trader and it will be calculated based on the Closed P&L. The trader will only be eligible to receive the Commission agreed only if the Net P&L of all closed positions is positive. In the case that the Net P&L is negative this will be accumulate and no Commission will be granted to the trader until the Net P&L is positive. For clarification purposes the Company does not retain any of the amounts collected under the Commission (as defined in this paragraph) but re-distributes the

Commission as an unconditional trading benefit to the trader whose positions had been copied.

3. Risk Disclosure

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

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

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

3.3. Social Trading Features are provided by Us solely for informational purposes. We and our affiliates and their employees and agents as well as traders using the Social Trading Feature are not investment or financial advisers. IF YOU MAKE INVESTMENT DECISIONS IN RELIANCE ON INFORMATION WHICH IS AVAILABLE ON OUR SITE OR AS A RESULT OF THEUSE OF THE SOCIAL TRADING 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 ANYINVESTMENT DECISION WITHOUT FIRST CONDUCTING YOUR OWN RESEARCH. YOU ARE SOLELYAND EXCLUSIVELY RESPONSIBLE FOR DETERMINING WHETHER ANY INVESTMENT, ORSTRATEGY, OR ANY OTHER PRODUCT OR SERVICE IS APPROPRIATE OR SUITABLE FOR YOUBASED ON YOUR INVESTMENT OBJECTIVES AND PERSONAL AND FINANCIAL SITUATION ANDTHE RESULTS OF YOUR SUITABILITY ASSESSMENT.

3.5. A copied trader'spositions (with respect to any of our financial instruments) shall be copied ina pro rata proportional amounts of the copied trade to the realized equity ofthe copied trader as the basis for the proportions of copied trades. Such positions shall have the same leverage, stop loss and take profit, 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, portfolio,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/ORRISK 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 INVESTORS WILL VARY DEPENDING ON MANY FACTORS, INCLUDING BUT NOT LIMITED TO: STARTING ACCOUNT BALANCES(DEPOSITS AND WITHDRAWALS), MARKET BEHAVIOR, THE INVESTOR'S ACCOUNT SETTING SAND THE ACTUAL PERFORMANCE OF THE COPIED USER.

3.8. ACCORDINGLY, THERE ARE FREQUENTLY SHARP DIFFERENCES BETWEEN HYPOTHETICAL/PAST PERFORMANCE RESULTS ANDTHE ACTUAL RESULTS SUBSEQUENTLY ACHIEVED BY ANY PARTICULAR TRADING PROGRAM. ONEOF THE LIMITATIONS OF HYPOTHETICAL PERFORMANCE RESULTS IS THAT THEY ARE GENERALLY PREPARED WITH THE BENEFIT OF HINDSIGHT. IN ADDITION, HYPOTHETICAL TRADING DOES NOT INVOLVE FINANCIAL RISK, AND NO HYPOTHETICAL TRADING RECORD CAN COMPLETELY ACCOUNT FOR THE IMPACT OF FINANCIAL RISK IN ACTUAL TRADING. FOR EXAMPLE, THE ABILITY TO WITHSTAND LOSSES OR TO ADHERE TO A PARTICULAR TRADING PROGRAM IN SPITE OF

TRADING LOSSES ARE MATERIAL POINTS WHICH CAN ALSO ADVERSELY AFFECT ACTUAL TRADING RESULTS. THERE ARE NUMEROUS OTHER FACTORS RELATED TO THE MARKETS IN GENERAL OR TO THE IMPLEMENTATION OF ANY SPECIFIC TRADING PROGRAMWHICH CANNOT BE FULLY ACCOUNTED FOR IN THE PREPARATION OF HYPOTHETICALPERFORMANCE RESULTS AND ALL OF WHICH CAN ADVERSELY AFFECT ACTUAL TRADINGRESULTS.

3.9. NO ASPECT OF THEINFORMATION AND/OR SOCIAL TRADING FEATURE PROVIDED AND/OR MADE AVAILABLE ON OURWEBSITES IS INTENDED TO PROVIDE, OR SHOULD BE CONSTRUED AS PROVIDING, ANYINVESTMENT, TAX OR OTHER FINANCIAL RELATED ADVICE OF ANY KIND. YOU SHOULD NOTCONSIDER 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 TRADERS AND/OR TRADES, 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 TRADERS, SUCH ADVICE,OPINIONS OR TRADES AMOUNT TO NOTHING MORE THAN EXCHANGES BETWEEN PERSONS WHOMAY BE ANONYMOUS OR UNIDENTIFIABLE OR SIMPLY THE EXECUTION OF A TRADE BY SUCH TRADERS. THE COMPANY AND ITS AFFILIATES DO NOT PROVIDE INVESTMENT ADVICE 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.

4. Privacy – Content and Personal Data

4.1. This Section explains the manner in which We collect and maintain non-public information about Our customers (such as Your full name, address, date of birth, identification number, passports, 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"). ThePersonally Identifiable Information will

be used, stored, processed and handled, in accordance the Processing of Personal Data (Protection of theIndividual) Law of 2001, as amended, as all relevant regulations (the "DataProtections Laws") and all Applicable Regulation and in accordance with Section17 of the Services Agreement.

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 below, collectively, 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 TradeBerry communityand you have opted to share with "everybody".

4.3. All portfolio and tradinginformation performance results shall be considered non-confidential andnon-proprietary information and as the Company's property. By providing suchContent, You specifically grant Us a non-exclusive, irrevocable, transferable,sub-licensable, royalty-free, worldwide license to use, copy, duplicate store,present and/or publish all or any part of your Content, and We shall be free touse such Content in any manner or media whatsoever, on an unrestricted basisand 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 SocialTrading Feature network, traders who choose to be part of the social network share their trading activities, performance, history, statistics, strategies,comments, posts, other traders they follow and that follow them with the community. The Personally Identifiable Information of the traders and the amount traded is never disclosed and all traders 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 theContent for any unlawful or unauthorized purpose. The use and interpretation of the CopyTrade Service requires skill and judgment, and You shall at all times exercise Your own judgment in the use of the CopyTrade 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 trading 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 CopyTrade 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 Youare responsible for any Content, information and material that You submit ortransmit through any of our websites, applications and/or any networkstatus/posts/blogs and any other communications and/or content optionsavailable 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 andinterest in any Content provided by You, and (ii) the posting of your Contentby 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 derogatoryremarks regarding, defame or otherwise criticize any person or entity. Youshall be solely liable for any damage resulting from any infringement or otherviolation of the copyrights, trademarks or other proprietary rights of any individual or entity, and for any other harm or losses resulting from anyContent.

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 theCompany 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 multilevel marketing, such as a pyramid scheme, on our websites and/or using our Services;

- uploading viruses orother malicious code;

- soliciting personal information and/or login information or access an account belonging to someone else;

- using our websites and/orServices 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. If your account and registration are terminateddue to the above misuse We will refund any funds which may be in your account.

5.6. We do not undertake toreview and monitor all the Content and We do not in any manner endorse,support, sanction, encourage, verify or agree with any such Content. We reservethe right to review, monitor, revise and/or remove any such Content in any way Wesee fit in Our sole discretion. You acknowledge that We may report togovernment authorities any actions that may be considered illegal and/or whichmay be required by such authorities. When requested, We may cooperate withgovernment authorities in any investigation of alleged illegal activity. Youfurther confirm and acknowledge that We may also maintain records of all suchContent.

6. Miscellaneous

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

platform **with a face**

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