



# TERMS & CONDITIONS

# 1. Scope of this Agreement

This Agreement determines the contractual relationship between FASTFX LTD. (“we”) and the Client (“you”). You should read carefully, understand and agree with the terms of this Agreement before you enter into a contractual relationship with us.

This Agreement is effective upon acceptance the terms in a) registration for newly registering customers and b) on an ongoing basis during the operation of a trading account.

Notice to clients registered with us since 2003 and have not operated their account since or have not received a notification by us: If you do not agree to be bound by the present terms and conditions, do not use/access our services, and notify us, immediately, in writing or contact your account manager.

# 2. The Company

FASTFX , is a company incorporated in , having its registered address at Fast FX Trading Ltd. Intershore Chambers, Road Town, Tortola, BVI

# 3. Our Activities

FASTFX LTD. (“we”) is a pioneer online forex trading company and has revolutionised currency, commodities, indices and options trading in over 160 countries ever since. We are pioneers in developing forex as a consumer product, and one of the leaders in the market with customized technology and personal service tailored to all levels of knowledge and experience traders (“you”), accessible from any location. We develop easy and user friendly online trading platforms for execution-only transactions in the over-the-counter spot foreign exchange, forward foreign exchange, CFD commodities and CFD Index markets (“Financial Products”) and options trading. We further provide you with real time tradable BID-ASK tradable prices by collecting and aggregating information sourced through, independent price providers, relevant exchanges and interbank participants who normally supply liquidity and information to the global FX and Futures market and distributes the real time BID-ASK tradable prices to you via our proprietary and 3rd party trading platforms.

## **Our proprietary platforms include:**

- Web Trading
- Classic Web Trading
- TradeDesk™
- ORE (Options Are Easy) Platform
- Downloadable applications designed for Apple iPhones®
- Trading platforms designed for other types of smartphones
- Our non-proprietary (third party) platforms include:
  - Metatrader 5\*
  - Metatrader 5 Mobile\*
- \*proprietary rights of Metaquotes Software Inc.
- We also provide you with the following services:
  - Direct Phone Dealing\*
- 4. Operation of an Account

- 4.1 Opening an Account (active account)

In order to be able to enter into trading transactions you would need to open an active account. You should maintain an active account for the whole duration of your cooperation with us. There are different types of accounts you can choose to have; you may upgrade your account or change accounts that better suit your needs, details of which you can find on <http://www.myfastfx.com/tradewithus> or you can talk to one of our professional sales managers.

You agree to provide true, current and complete information about yourself during the registration process. If you are an authorized representative of a company, you declare that you have the authority to bind the company to this Agreement. We are required by legislation to obtain, verify, and record information identifying each person who opens an account. Hence, when you open an account, we ask that you provide certain documentation to identify yourself and to verify the information you have submitted to us upon registration, such as an identification card or a passport, a utility bill, a bank statement or any document proving their identity issued by a governmental body. We reserve the right to refuse or reject a registration, at our own discretion or based on regulatory restrictions imposed on us.

You may rest assured that we take all measures to ensure that the information you entrust us with will be treated as confidential. Please read our Privacy Policy for more details.

Once you open an account with us, you need to set a user name and password that you can use every time you use our services. Please take any necessary actions required to keep this information away from public view and do not share it with others. You are responsible to protect this information. If you misplace or lose any of the above data or you suspect that someone else has access to them you should notify us immediately, in writing.

## 4.2 Segregated Accounts

We are a financial services company, following transparent processes in all our relations with you. All funds we receive from you are treated as "Clients Money" and they are kept in separate client bank accounts (segregated accounts) in reputable banking institutions of our selection. We are obliged by legislation to perform regular reviews and monitoring of how these accounts are maintained and operated by such banking institution.

## 4.3 Currency

All amounts concerned for the opening and the operation of your account will be payable in the currency that you chose upon opening your account with us.

## 4.4 Payment Methods

We will only accept clear funds (funds that are available in your bank / debit/credit card account).

There are three primary methods of payment that you may choose among, so as to make your transactions:

1. Debit or Credit card payment
2. Bank transfer
3. E-Wallets.

## 4.5 Withdrawals – Deposits

So as to proceed with the execution of a withdrawal order, you need to provide us with documentation verifying your identity so that we can authenticate your identity, as required by legislation, credit card companies regulations and our internal policies.

Debit or Credit card deposits may be refunded, up to their entirety, to the same debit or credit card that a withdrawal is executed. A withdrawal to a bank account where initial deposits have been performed by debit or credit cards or e-wallets will be executed at our discretion.

Withdrawals to bank account may take a longer time period to be credited to your account. When choosing an account base currency other than the currency used in your debit or credit card, you should be aware that your debit or credit card may be incurred sums which are due to currency conversion or other charges; therefore your refunded amount may slightly vary from the sum that you initially deposited in your account base currency. Please read the terms and conditions of the bank that you hold an account with regarding their charge policies in currency conversion.

Wire Transfers: When depositing funds via bank transfer you must use your personal bank account, in a bank established in the country of your permanent residence. This is an absolute requirement imposed by Anti-Money Laundering legislation. An authentic SWIFT or transfer confirmation, indicating the origin of the funds, must be sent from your bank to us. If such SWIFT or transfer confirmation is not sent, the deposit may not reach your trading account and it will be returned to your bank account. As already established, any withdrawal of funds, from your trading account, can only be refunded to the same bank account that the funds were originally received from.

E-wallets payment methods: if you decide to deposit funds via e-wallets, you are bound by the rules and regulations of this service provider. You may also be liable to further charges and other restrictions. Please read the terms and conditions of your service provider in this respect. We will credit your trading account with the net amount we received. Please note that we may have to execute withdrawals via a facility other than the provider you used for the original deposit, if required by legal and regulatory purposes (Anti Money Laundering rules).

Deposit Limit Restrictions: Also, note that we may, upon our own discretion, impose certain restrictions on the amounts that you have deposited using your debit or credit card.

## 4.6 Rolling Fees

You may choose to extend a day-trading position to the following day. Such extension will be subject to a renewal fee (Rolling Fee) at a rate and time, specified on our website. We will collect the Renewal Fee from the free balance in your account. If there are not sufficient funds in your free balance, we may deduct such Fee directly from your credit card (minimum charge being 3.00 USD, but this may vary). If you are using another method of payment, and we are unable to collect the Rolling Fee, we may close a part or all, your open positions.

## 4.7 Trader Accounts Archiving – Metatrader 5 platform (MT5) users ONLY

Each Sunday, we perform automatic archiving to MT5 accounts that meet ALL of the following conditions:

- time of account inactivity (time since last access to the MT5 account (login)) exceeds 180 consecutive days; AND  
the account balance is 0; AND  
there are no open positions on that account; AND

no positions were closed during the inactivity period (no trading activity on the account, such as transmitting of agent's commissions, deposits & withdrawals).

- You may re-activate your MT5 trading account at any time, following archiving, at no charge or penalty, by contacting your Account Manager or emailing our customer support team at [support@myfastfx.com](mailto:support@myfastfx.com).

## 4.8 Dormant Accounts

Client accounts in which there have been no transactions for a set period of six (6) consecutive months, will be considered dormant. Dormant accounts are charged with an annual maintenance fee of US\$250 or the full amount of the free balance in the account if the free balance is less than US\$250. There will be no charge if the free balance is zero. Accounts with a zero free balance may also be closed.

## 5. Termination

If you wish to close your account, you must notify us in writing. If we wish to close your account, we will also notify you in writing by giving reasonable notice, unless there are grounds where we need to terminate our contractual relationship with you earlier or even immediately without notice. Grounds for early termination may include but are not limited to: material breach of any clause in this Agreement or /and any act of bad faith, such as an Unauthorized Activity; abusive acts or any acts that may put our goodwill and business in jeopardy; misleading, untrue statements, fraudulent or misrepresenting information; bankruptcy, insolvency, receivership of either party. We also retain the right to suspend or terminate your account, due to regulatory restrictions imposed on us.

Upon termination, we may close or cancel all open or closed positions and any funds of yours will be returned to you once we have deducted any losses. Please be aware that you may also be subject to certain charges imposed to you by the financial institution (eg. banks) via which you chose to do business with us.

## 6. Intellectual Property

All intellectual property of our proprietary platforms, products and services belongs to us. We allow you only the access and the use of the platforms for the performance of the trade transactions. Intellectual Property includes but it is not limited to any copyright on materials, System and platforms, processes, source code, websites, patents, designs, databases, patents, trademarks, methodology, know how, trade secrets, business plans, promotional and marketing material, in any sort of form. We retain all rights, title and interest in all our Intellectual Property rights, arising out of this Agreement.

## 7. Use of the Platform

We grant you with non-exclusive, and non-transferable license to access and use our proprietary platforms or third party platforms that we manage, and to benefit from our products and services. You shall not attempt to access or use our website, any platform and applications (i.e. the "System") that we own, or we manage, for any purpose that is not expressly authorized by this Agreement, including but not limited to the following actions: copy, merge or transfer copies, lease, sublicense, distribute, transfer, adapt, upgrade, modify, translate or timeshare, reverse engineer, disassemble, decompile, alter or amend our Intellectual Property, in whole or part; make variations, enhancements or improvements to the System; alter or amend any or all of the content of our on-line accounts or third party accounts that we manage (or any part thereof); use the System (or any part thereof) to store or otherwise archive in any form, any pricing data or other data provided via the System, for any purpose, without our prior consent.

The non-proprietary platform is the ownership of a third party. Separate terms and conditions of access and use may apply. Please visit <http://www.metatrader4.com> for details.

## 8. Unauthorized Activities

You agree and acknowledge that you will not use our products and services for any Unauthorized Activity. "Unauthorized Activity" means any act, including but not limited to money laundering, arbitrage, or trading on off market quotes or any other activity involving the purchase of the Financial Products on one market for the immediate resale on another market in order to profit from a price discrepancy or price error. We retain the right to cancel or reserve any transaction and / or to terminate our relationship with you, with immediate effect, where we reasonably believe that such transaction involves an Unauthorized Activity.

## 9. Exclusion of Liability

You must be over 18 years of age, so as to enter into a contractual relationship with us.

Our services are not available / addressed to the residents of the USA and Hong Kong. In this case, please do not use our services.

You are aware that our services are currently provided solely electronically. We are not liable for any system failure either from your side or ours, including but not limited to internet connection, electricity power cut, telephone communication failure, high Internet traffic demand, malicious interference / access to your system or ours, hardware error, mobile applications non-compatibility with our System, including our proprietary or third party system. We cannot guarantee that the software and / or the system, that we own or we manage, on behalf of a third party, is uninterrupted and error free or available at all times.

You will not transmit to or in any way, whether directly or indirectly, expose our System to any computer virus or other similarly harmful or malicious material or device.

IN NO EVENT SHALL WE BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEB SITE, SYSTEM, PRODUCTS AND SERVICES, EXCEPT AS STATED IN THIS AGREEMENT.

## 10. Indemnity

You agree to indemnify us and hold harmless with regard to any loss, damage, liability, cost or expense that we may suffer or incur due to your acts or omissions, misrepresenting, misleading acts or breach of your obligations arising out of this contractual relationship.

Our indemnification to you or any third party concerned, in any proven circumstances, is limited to the amount of money you deposited in your account with us, relating to the transaction where such liability arose.

## 11. Risk Warning

We are required by law to inform you that forex is risky. There are various factors, such as the international currency prices volatility, which is very difficult to predict. Due to such volatility, in addition to the spread that we add to all calculations and quotes, no financial contract purchased or other service offered on our Web site (whether or not the payout exceeds the premium amount) may be considered as a safe trade.

Do not enter into transactions or invest funds that are above your financial abilities. Also, certain financial products are not suitable for people without the relevant knowledge and / or experience. This is why we provide you with different options in terms of products and services, depending on your abilities and knowledge. If you would still wish to open an account, we will ask you to acknowledge that you are aware of the financial risks.

## 12. Misquotes/ Mispricing

It is rare, however possible, that a transaction may be performed on a wrong price due a miss-quote price feed from any of our third party liquidity providers or through an unexpected technical fault. Equally, there may be delays due to internet connection or occasions where a position is opened or closed, based on latent prices that do not reflect the correct market prices at the time of transaction, resulting in a inaccurate profit or inaccurate loss.

Such events may affect your transactions and our business. In this case, we will take all the necessary measures, immediately, to remedy and rectify the situation, as it is fair and suited to each case. Remedies include correcting deal entry prices or exit prices according to the correct market rates at the time of transaction. We may need to cancel any transaction(s) which was executed wrongly due to the "price misquote", for example from preset limit orders been triggered due to mispricing. We make our best efforts to contact and inform you for our actions, by telephone or by e-mail.

## 13. Suspension of Services

In the unlike event that we may need to suspend our services, on both our proprietary and third party platforms, we will terminate our relationship with you and subsequently close all open positions at payouts fair and reasonable at the time. Such payouts shall be determined by reference to the daily values published on our web site that are related to the inter-bank trading data received on financial contract quotes. Further to the above, we may impose in our discretion, trading volume and other restrictions on your accounts.

## 14. Data Processing – Privacy Policy

The personal data that we collect from you is safely stored via physical, electronic means and procedural controls, in accordance with applicable legislation and it is treated CONFIDENTIAL, at all times. Your security and data protection is our ultimate goal. We do not distribute, sell or transfer any data of its Clients to any unauthorized, non-affiliated to it, third parties. We may disclose data to third parties, always on a "need to know" basis, for the provision of specific services to us and our customers.

Notwithstanding the above, there are certain cases where information cannot be considered confidential. This occurs where it can be proved that such information is (i) already available to the public, through no act or omission of the recipient or of any other third party owing an obligation of confidence to the receiver; (ii) rightfully received from a third party without any restrictions as to its use or disclosure; (iii) required to be disclosed pursuant to legal or regulatory requirement.

For more information, please read our Privacy Policy- Security

## 15. Internal / External Links, Broadcasting and Information on our Website

You will see on our website, broadcasts, links to both internal and external websites, such as investment research providers, relevant to the content and the nature of our services. The scope of this information is to provide you with relevant information to our services, to keep you up to date with the market news, and to give you some background information on the market. These links are not recommendations or advertisement by a third party, but they are to be used purely for information and reference. Hence, we do not assume any liability on the accuracy of such information or for the content of the links and we are not bound by it.

You may be asked to register or subscribe before viewing the content of external links; it is upon your discretion to do so. We do not hold ourselves liable for the material of those links, and / or any exposure that your data may be subject to if you decide to disclose personal information. Notwithstanding the above, if you consider that certain content of external links may be in breach of our rules and policies or they are irrelevant to our business, please notify us by email.

We take all reasonable steps to ensure the accuracy of the content published on our website. However, any information published is presented "as of the date published or indicated", and may be superseded by subsequent market events or for other reasons. In no circumstances, we guarantee the accuracy of such information that is published purely for reference purposes. Subsequently, we shall not accept liability for any loss or damage that may arise directly or indirectly from the content of the information published on our website.

## 16. Taxation

You may be liable to pay taxes arising out of your forex activities, usually related to the profits you made, depending on the local jurisdictions in which you are a tax resident in. We do not collect any taxes on your behalf. Also, we do not provide you with any tax advice and we do not deal with any tax related issues. Please address any tax related concerns to your tax advisor.

## 17. Changes to this Agreement

We may, at our discretion, change any or all of the terms of this Agreement, at any time and without prior notice. If you make any transaction on or after the amendments to this Agreement have come into effect, you will be deemed to have accepted the changes.

## 18. How to make a complaint

If you have a complaint, please communicate it to us via email. Please visit <http://www.myfastfx.com/contact> for more details. You should rest assured that we investigate on the matter and take the necessary actions so as to assist you accordingly.

## 19. Hours of service

We supply you with published tradable prices and information via our web site and trading platforms. We will supply these Services to you in a 24hr mode of operation starting 07:00 Monday Sydney time until 17:00 Friday New York time. We offer you certain financial products that we make available to you with published tradable prices. We decide on the trading schedules of its published tradable prices which largely depend on each individual financial product underline trading characteristics and/or general market holidays.

## 20. Unforeseeable Events – Force Majeure

We will not be liable for any failure in performance of the terms of this Agreement if such failure is caused by certain unforeseeable events, including but not limited to acts of God, war, governmental decree, natural disasters, power failure, failure in communication lines or other network failure, judgment or legal order, strike, or other circumstances, beyond our reasonable control.

## 21. Communication

Your communication with us is by telephone, e-mail or fax. Please note that our calls are recorded so as to safeguard and protect your interests and for us to ensure the quality of our services. We may, but we are not obligated, retain any communication with you.

## 22. Legal notice

This Agreement supersedes any prior written or verbal communication or understanding. We may change the terms of this Agreement at any time. Any later version of this document shall supersede all previous versions.

## 23. Governing Law

It is within our intentions to resolve any matter of concern or dispute with our clients in an amicable manner. Hence, any dispute, miscommunication will be initially addressed to your personal account manager who will attempt to resolve it directly with you. Any dispute that cannot be mutually resolved shall be referred to an arbitrator that will be appointed by both parties (us and you) in writing. This Agreement is governed by the laws of BVI.