Terms and Contracts

FXBTG Financial Limited

FXBTG Financial Limited is a legally registered company in New Zealand (registration number: 3896796) and registered office address at Suite 911 Sapphire Apartments, 76 Wakefield Street, Auckland Central, Auckland, 1010, New Zealand.

The following describes you as a user when accessing the FXBTG Financial Limited ("FXBTG Financial Group" or "company" or "us") website and using its services (hereinafter referred to as the "Agreement" or "User Agreement" or "Online Services Agreement").

This agreement describes the terms and conditions that users need to abide by and the risks they may face when using our services in www.fxbtg.nz ("site" or "web site"). If you have any questions about this agreement, please contact our customer service. Before becoming a user of FXBTG Financial Group, you must read and agree to accept without modification all terms and conditions in this User Agreement, including those listed directly below and for reference. By continuing to access or use this site, you agree to be bound by the terms and conditions of this agreement. For all registered users, this agreement takes effect when the registration application is accepted.

If you do not agree to follow the terms and conditions of this Agreement, please do not use or access our services and notify us in writing immediately.

[1] Correction

By using the services we provide, you fully agree to and abide by all our terms and conditions. FXBTG Financial Group may amend or revise this agreement at any time, and publish the revised terms on its website. If you continue to use this platform to trade, you agree to be bound by future revised terms. After revising the terms and conditions of this website, the company will post the revised information on the website.

All amendments are automatically effective 10 days after the initial posting on the website or your first use of our services after the amendment, whichever comes first.

If you do not agree to be bound by the amendments to the terms and conditions of this Agreement, please do not use or access our Services and notify us in writing immediately.

[2] Internet Service Agreement

This Internet Service Agreement is entered into between you and FXBTG Financial Group.

This agreement applies to the FXBTG financial group website and trading platform. The electronic content or software currently contained on the website provides users with instant information on certain currency exchange rates, and the program tools used to execute transactions in the foreign exchange market through the Internet (hereinafter referred to as "Services" or "Forex" or "Forex Markets") and any other features, content or services that the Company may add in the future.

[3] Membership

Our services are only available and used only by individuals or companies that can legally enter into contracts under the laws of their country of residence. Except as stated above, we do not provide services to persons under the age of 18 or the legal age ("Minors") and persons over the age of 70. If you are a minor, you cannot use this service. If you do not meet the requirements, please do not use our website.

For the avoidance of doubt, we are not responsible for minors' use of our services in any way or manner.

In addition, our services are only suitable for individuals who have sufficient experience and knowledge in financial affairs, can evaluate the advantages and risks of obtaining financial contracts through this website, and do not rely on any information contained in this website.

Without departing from the foregoing, we are not responsible for verifying and/or checking that you have sufficient knowledge and/or experience, nor for any injury and/or loss arising from your lack of knowledge and/or experience. If you do not meet the requirements, please do not use our website.

Except as stated above, we do not provide services for illegal use, and the company reserves the right to refuse and/or cancel its use by anyone.

Our services are not suitable for Hong Kong residents because Hong Kong law does not allow individuals who are not authorized by the Hong Kong Securities Regulatory Commission and the Commission to engage in futures trading activities. Therefore, the company will not recognize or accept futures contracts from Hong Kong residents without authorization or permission. If you are a Hong Kong resident, please do not use our website.

[4] Legal restrictions

In addition to the above limitations, you need to be aware that the laws governing financial contracts vary around the world, and it is your personal obligation to use this website to ensure full compliance with any laws, regulations or guidelines of your country of residence. For the avoidance of doubt, being able to visit our website does not imply that our services and/or your activities on it necessarily comply with the laws, regulations or guidelines of your country of residence.

This website should not be regarded as an invitation or solicitation to investors in unauthorized regions or illegal investors. Access to this website and the use of the financial contracts provided on this website are limited to certain jurisdictions, and accordingly, we require users who visit this website to be aware of and comply with such restrictions.

You hereby declare that the funds invested in your account with our company do not come from drug dealing, kidnapping or any other illegal and criminal activities.

[5] Limited License

FXBTG Financial Group grants you a non-exclusive, non-transferable and limited personal license ("License") to access and use this website. Your use of this license is conditional on your compliance with the terms and conditions of this agreement at all times.

You agree not to "deep link" to this website, resell or allow others to access this website, and not to resell or reproduce for any other purpose what is on this website without the prior written permission of FXBTG Financial Group any material contained.

For the avoidance of doubt, you are responsible for any unauthorized use of this website in violation of these regulations.

For the information obtained from the FXBTG Financial Group information system, you agree to use it only for transaction execution on the FXBTG Financial Group website.

You also agree not to use the electronic communication features of a service on the website for any unlawful, infringing, abusive, invasive, harassing, defamatory, embarrassing, obscene, threatening or hateful purpose.

If FXBTG Financial Group believes that any information you have provided (including email addresses) is not up-to-date or inaccurate, or that you have failed to comply with any terms and

regulations of this Agreement and all provisions and guidelines for each service, then the license under this agreement will terminate.

In the event of a violation of the above provisions, you agree to stop accessing the Service. You agree that FXBTG Financial Group may, in its sole discretion, suspend your access to any or all services, and delete or abandon any information or content in the services, with or without prior notice.

[6] Communication

Unless otherwise stated for a particular service, any communications, including information, data, questions, comments or suggestions (your "Communications") transmitted using your email or using the Service, will be treated as non-private and non-confidential.

Accepting this agreement means that you authorize FXBTG Financial Group to use your communications in any way it deems appropriate, on the website or elsewhere, without any liability or obligation to you. FXBTG Financial Group is free to use any opinions, concepts, techniques or information in your communications for any purpose, including but not limited to developing and marketing products.

FXBTG Financial Group has the right, but not the obligation, to review or retain your communications. FXBTG Financial Group may monitor your communications in order to evaluate the quality of service you receive, compliance with this Agreement, website security, or for other purposes. You agree not to sue or exercise other rights against FXBTG Financial Group. Under no circumstances will FXBTG Financial Group be responsible for any user's expenses, damages, expenses or debts arising from monitoring activities.

[7] Obligations of FXBTG Financial Group

In addition to official holidays in the United States and Europe, FXBTG Financial Group will provide you with service information and technical support 24 hours a day from 22:00 on Sunday to 21:00 on Friday, GMT.

FXBTG Financial Group will do its best to execute all your trading orders, keep records of orders and performances, and provide you with the necessary summaries upon your request.

[8] Collection of taxes

You know, understand and agree that FXBTG Financial Group does not collect taxes in any form or manner for any government department.

Except as provided in the above statement, you are solely responsible for calculating and paying all taxes applicable to you in your country of residence or arising from the use of the company's services for trading activities.

Without prejudice to your tax obligations, you agree that the Company may deduct tax from your account as required by applicable law, although the Company is not obligated to do so. You know that the tax that the company may have debited from your account is the "gross amount" and you have no right to claim any such debit.

[9] Registration Information and Requirements

When you register to use this service, FXBTG Financial Group will ask you to provide certain identification information ("registration").

You agree to provide true, accurate, current and complete personal information about an individual during the registration process and agree not to impersonate any individual or entity; not to provide false information about other individuals, entities or groups; not to use false names; Do not conceal your true identity from FXBTG Financial Group for any purpose. If you are registering as or on behalf of a corporate entity, you hereby represent that you have the authority to bind that entity to the provisions of this Agreement.

FXBTG Financial Group will properly handle the information you provide in accordance with the company's statement in the registration process and privacy terms.

During the registration process, you are required to fill in a user name and password for each time you visit the website to use the service. To protect you and other users of the website, you should not share your registration information (including your password and username) with others or other corporate entities for any purpose, including but not limited to providing them with access to the Services and unsecured Authorized use. You are solely responsible for the consequences of inappropriate use or negligence of registration information on this website.

If you believe that someone has used or is using your registration information, username or password to access any of the Services without your authorization, you should notify our Customer Service immediately.

The same ID card can only be used for real-name authentication for one account.

[10] Important information about user identity

Procedure for opening a new account

To help governments fight terrorist financing and money laundering, all financial institutions are required by law to obtain, verify, and record information about every person who opens a new account.

What does this mean to you?

When you open an account, we will ask you to provide your name, address, date of birth and other information to help us confirm your identity. We may ask to see your passport/ID card or other documents that can identify you.

Privacy Policy

FXBTG Financial Group undertakes to keep confidential any user information that it may obtain in the provision of services. It is the company's policy that the company will not disclose user information to non-affiliated third parties unless with the user's consent or as required by law. The company provides this Privacy Policy to help you understand how we protect the privacy of financial and other non-public information about you.

Information We Collect

We collect your non-public personal information from the following sources: Information we obtain from your application or other forms; Information about your transactions with us; Information we may obtain from user reporting agents.

Types of information we publish

We will not disclose any non-public personal information about our current or former users to anyone, except as permitted by law and in order to verify user identities.

Confidentiality and Security

We only allow your non-public personal information to be obtained by employees who need to know in order to provide services to you. We comply with relevant legal requirements to protect your non-public personal information through physical, electronic and institutional means.

If the user voluntarily or unintentionally discloses or leaks account information to a third party, or entrusts others to trade transactions, FXBTG Financial Group is not responsible for this and will not accept any disputes arising therefrom.

Privacy Statement

FXBTG Financial Group puts the protection of user privacy and related information in the first place. We store and process your information using computers located in the United States and the Republic of Ireland. These computers are protected by physical and technical security equipment. If you object to the processing of your information in this way, please do not use our services. If the user voluntarily or unintentionally discloses or leaks account information to a third party, or entrusts others to trade transactions, FXBTG Financial Group is not responsible for this and will not accept any disputes arising therefrom.

We shall not sell or rent your personal information to third parties for any purpose without your consent and we shall only use your information as described in the Privacy Statement.

[11] Indemnity and Right of Set-off

The user hereby agrees to indemnify FXBTG Financial Group and its managers, officers, employees and agents from any loss, damage, liability, cost and expense to FXBTG Financial Group caused by your violation of the applicable laws or regulations of this Agreement.

When the user has any liability to FXBTG Financial Group and its managers, officers, employees and agents as mentioned in the compensation provisions of the above terms, FXBTG Financial Group has the right to set off from the user's account on FXBTG Financial Group.

[12] Scope of Liability

In no event shall FXBTG Financial Group, its officers, managers or employees be liable for any loss of profits or any special, incidental or consequential damages arising out of (including negligence) or related to our website, services or this Agreement.

The liability of FXBTG Financial Group, its officers, managers or employees to you or any third party under any circumstances is limited to the amount transferred or deposited into your account in FXBTG Financial Group for this transaction.

[13] Risk Statement

You agree to use this website at your own risk. The financial services contained in this website are only suitable for users who can afford to lose all investments, understand the risks and are experienced in taking risks in financial contracts.

International currency prices are highly volatile and difficult to predict. Due to high volatility, FXBTG Financial Group adds spreads to all calculations and quotes, and none of the financial contracts or other services on our website can be considered totally safe.

The biggest loss any user can suffer is the amount they deposit with the company, including renewal fees in day trading.

The company does not offer investment or speculative markets among users. Each financial contract purchased by the user through this website is a separate agreement between the user and the company and cannot be transferred to, negotiated or assigned to third parties.

[14] Market Information

FXBTG Financial Group provides you with a wide range of financial information from within the company or from agents, securities dealers or partners ("Third Party Providers") through one or more of its services. These include, but are not limited to, financial market data, quotes, news, analyst opinions and research reports, charts or data ("Market Information").

The market information provided on these pages should not be considered investment advice. FXBTG Financial Group has not confirmed the accuracy of these market information, we only provide such information for your convenience. FXBTG Financial Group and its third-party suppliers are not responsible for the accuracy, timeliness, completeness of the above information, or any decision-making affected by the information.

You agree that FXBTG Financial Group and third party suppliers shall not be liable for any termination, interruption, delay or inaccuracy of any market information. You will not "deep link", redistribute or assist in the redistribution of market information, nor provide access to market information to anyone who is not authorized by FXBTG Financial Group to receive market information.

[15] Use and access to the website

You are responsible for providing and maintaining the facilities required to access the Site, which may include, but are not limited to, personal computers, modems and telephone or other access lines. You shall bear all costs of the facilities required to connect to the website above.

You represent and warrant that you have implemented and plan to operate and maintain appropriate safeguards against your computer's security and access controls, computer viruses or other similar harmful or inappropriate materials, equipment, information or data.

You agree that FXBTG Financial Group shall not be liable to you for any failure, damage or destruction of your computer system, data or records or any part thereof, or for the failure or mismanagement of any communication or computer equipment or software delay, loss, error or omission.

You agree to be solely responsible for the settlement of each transaction entered under your account within the company. You undertake to use your personal account solely and do not authorize minors or others to use the trading system on this website through your account.

[16] Rights of the company

FXBTG Financial Group reserves the right to suspend the operation of this website or any part of it. In this case, FXBTG Financial Group may, at its sole discretion (with or without notice), settle the user's outstanding financial contracts at a price that it deems fair and reasonable at the appropriate time.

FXBTG Financial Group may add trading volume limits to User Accounts at its sole discretion. Contract payouts shall be determined by FXBTG Financial Group with reference to the inter-bank transaction data of foreign exchange quotations received by the company.

[17] Force Majeure

You agree that in any event of force majeure, or due to the action of any governmental or judicial authority, or due to the failure, damage or destruction of computer systems, data or records or any part thereof, or due to the failure or mismanagement of any communication or computer equipment or software in the event of delay, loss, error or omission, FXBTG Financial Group shall not be liable to you or any other person.

[18] Misconduct

You agree not to use the Platform for any unfair arbitrage activities or to take advantage of the Internet to delay use of any other manipulative or abusive practices that may adversely affect fair and orderly transactions. Our company reserves the right to deduct all profits from trading orders determined to be "improper conduct" and freeze all account wallets of the account owner.

[19] Technical issues

While you understand that the Internet and the World Wide Web are generally reliable, you should also be aware that technical problems or other circumstances may delay or prevent your access to this website.

FXBTG Financial Group does not represent, warrant or guarantee that you will be able to access or use this website at the time or place you choose, or that the FXBTG Financial Group website in general or in any geographic location will have sufficient capacity. FXBTG Financial Group does not represent, warrant or guarantee that this website will provide uninterrupted and error-free service.

[20] Using third-party software

The MetaTrader 4 platform (referred to as "MT4") is authorized by MetaQuotes to provide FXBTG. The company is a third party and has nothing to do with FXBTG. FXBTG does not make any guarantees about the services provided by MT4, MetaQuotes and EA (Expert Advisor) functions.

FXBTG only provides execution services, and you confirm that FXBTG has not and will not provide you with any investment advice regarding your establishment or import of MT4 trading strategies in the future. FXBTG does not provide any support for you to use the EA.

[21] Hyperlink

FXBTG Financial Group may provide links to other websites controlled or provided by third parties. Such links do not imply endorsement, authorization, sponsorship or affiliation with the owner or provider of this site. Links to these websites are for your convenience only, and you agree not to hold FXBTG Financial Group liable for any loss or damage caused by the use or reliance on any content, goods or services provided on these websites.

[22] Trademarks and Rights

All content, trademarks, service marks, trade names, logos and illustrations are owned by FXBTG Financial Group or its affiliates or agents and are protected by copyright laws and international treaties and regulations.

You agree not to remove copyright notices or intellectual property rights from any material you print or download from this website. Except as stated in this Agreement, you do not acquire any intellectual property rights in such materials or websites, nor do you acquire any rights or licenses to use them.

[23] Applicable Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of New Zealand, without regard to its conflict of law principles.

You agree that the courts of New Zealand shall have exclusive jurisdiction to hear and determine any dispute, claim or controversy arising out of or in connection with this Agreement or the services provided hereunder.

The parties agree that electronic records may be used as evidence in any dispute relating to trading operations.

[24] Statement

The services included in this User Agreement only include "Day Trading" and "Limit Order". It is important that you fully understand the following: As you can see on the website, day traded positions can be extended to the next day. We charge a renewal fee (sliding fee) for extended positions at the price and time specified on the website.

Since the contract amount can be obtained only by paying a certain margin, high leverage in foreign exchange transactions has become possible. The result of leverage is that even a small movement in the market can mean a sizeable gain when the move is in your favor, but also a sizeable loss when the move is unfavorable.

No trading system can guarantee that your trading in the foreign exchange market will make huge profits, nor can you guarantee that your trading results will be good.

The risks mentioned here do not represent all risks in the foreign exchange market. Therefore, before you start trading, you should learn more about the trading details of the foreign exchange

market. Only after you fully understand the possible risks and consequences of trading in the foreign exchange market should you enter into a contract to start and/or close a transaction.

[25] Deposits and Withdrawals

Withdrawal procedures: The prerequisite for executing a withdrawal order is that you need to provide documents or other identification that may be required by the AML protocol, credit card company and FXBTG Financial Group for withdrawals.

Bank Wire Transfer: When you deposit by bank transfer, according to the relevant regulations of "Anti-Money Laundering", you can only make the transfer through the only account in your own name in your country of residence. You also need to provide FXBTG Financial Group with a valid SWIFT voucher or transfer confirmation to prove the original source of funds.

Other payment methods: If payment is made by methods other than credit card and/or bank transfer, you agree and acknowledge that the rules and principles of such methods, including but not limited to the service fees and other restrictions. FXBTG Financial Group has the right to execute the user's withdrawal request in a way different from the original deposit method according to its own judgment and in compliance with relevant anti-money laundering regulations.

[26] Dormant Account Program

FXBTG Financial Group user accounts without any transfers (transactions/withdrawals/deposits) within 6 months will be treated as dormant accounts by FXBTG Financial Group. Dormant accounts need to be re-applied and reviewed before they can be opened. Dormant accounts are subject to an annual management fee of $25. When the balance in the account is less than $25, a management fee equal to the total account balance is charged, and no management fee is charged when the account balance is zero. Therefore, all accounts with zero balances will be closed.

[27] Termination of contract

FXBTG Financial Group reserves the right to modify or suspend any part or all of this contract at any time without prior notice. You acknowledge and agree that FXBTG Financial Group does not guarantee the compatibility or operational stability of any software ("Software") downloaded from or through the website and your computer.

FXBTG Financial Group MT4 Platform – Additional Terms: The following additional terms apply to users of the FXBTG Financial Group MT4 platform and/or MT4 MultiTerminal ("Program"). If you use the program, you agree to the additional terms listed below and authorize FXBTG Financial Group to carry out the relevant work.

Acknowledgement

I/the unit has read and fully understood the contents of the above "User Agreement".