



LEGAL DOCUMENTATION

# SOCIAL TRADING TERMS AND CONDITIONS

## AGREEMENT AS TO TERMS OF SERVICE FOR THE USE OF THE 4XC SOCIAL TRADING

By utilizing this functionality, you agree to be bound by these terms and conditions. This is a legal agreement ("Agreement") between you and 4xCube Ltd, or any of its affiliated entities ("4XC") for use of the website, data, 4XC electronic trading platform, and products and services which you selected or initiated, which may include the 4XC trading platform and third party signal providers ("Products and Services").

### 1. SCOPE - GENERAL INFORMATION

#### 1.1. Scope of agreement

This is a legal agreement (hereinafter the "Agreement") between you and 4xCube Ltd ("4XC") for use of the website, data, 4XC electronic trading platform, and products and services which you selected or initiated, which may include the 4XC trading platform and third party signal providers ("Products and Services").

#### 1.2. 4XC and the 4XC Platform

- 1.2.1. 4XC is an FX and CFD Broker that offers to their respective clients the possibility to integrate in their business relationship the functionality of copy trading to their 4XC Trading Platform (hereinafter the "4XC Platform" or the "Platform").
- 1.2.2. The 4XC Platform is an automated trading system, allowing a 4XC's client to reproduce in his/her trading account held with our Institution (the "Trading Account"), in an automated way and subject to the application of various parameters and limitations, trading signals generated by third parties (the "Signal Providers" or "Traders"), as further set out in this agreement and explained on the Platform's website.
- 1.2.3. Any reference to your "Account" in the Platform and generally in relation to 4XC, for the purposes of this Agreement, shall mean the personalized operation of the Platform concerning you, your relations with 4XC and the transactions made by you through the use of the Platform's functionality, as well as the capture and recording of such operation in the records and servers of 4XC.
- 1.2.4. 4XC assumes no liability in the event of non-performance (total or partial) or delayed execution of the signals generated through the Platform.
- 1.2.5. In addition to the automated generation of trading signals, the Platform allows you to generate your own trading signals ("manual" signals), as well as to monitor your transactions and be informed of their results and of your positions held with 4XC in the context of your Trading Account(s) that are connected with the Platform.

## 2. RULES AND ARRANGEMENTS FOR THE PROVISION OF THE SERVICE

### 2.1. Means of providing the service

- 2.1.1. You have access to the Platform through the website [www.4XC.com](http://www.4XC.com) or any other website communicated for this purpose to you by 4XC.
- 2.1.2. Given the nature of the 4XC Copy Platform, as provided through the use of electronic applications, you are required to make use of appropriate technical means (e.g. a computer, internet connection etc.), as well as to have the necessary knowledge for the appropriate handling of such means. By entering into this agreement and accessing the 4XC Platform, you acknowledge and confirm that you have the necessary equipment and sufficient expertise for its proper use.
- 2.1.3. By using the 4XC Copy Platform you acknowledge that you understand and accept the risks associated with Internet-based trading services including, but not limited to, hardware, software or Internet connection related issues, and the potential inability of timely transmission of the relevant communication due to interruptions and/or errors. Since 4XC does not control signal power, its reception or routing via Internet, the configuration of your hardware or software, or the reliability of your Internet connection, you agree that you are solely responsible for such failures, including communication failures, disruptions, distortions and delays in trading. 4XC recommends that you should be cautious when you use an iPhone, Smartphone, Blackberry or other handheld mobile device for trading or receiving data from the 4XC copy platform. Handheld mobile devices depend on wireless connectivity, are subject to the limitations of mobile data, WiFi and mobile communication networks restrictions, and may not provide you with the same functions as accessing the 4XC Copy platform from a web browser. 4XC shall not be liable to any person for any losses, damages, costs or expenses (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental or consequential damages) resulting from the use of a handheld mobile device.
- 2.1.4. The use of the 4XC Copy Platform by you requires the combined use of your user login and password to access the Client Portal. The login and password are created by 4XC and sent to you after your registration in the Platform and remain private and strictly confidential. 4XC may require for the activation of your access in the Platform a confirmatory email process or any other confirmation process ensuring that the identification data have been sent to/ from you. The combined use of the login and password by you establishes that the use of the 4XC Copy Platform and any activity in your Account (indicatively, choice of Signal Providers, Account settings, manual actions, information on performed transactions, etc.) is made by you. It will be your responsibility to protect the secrecy of the login and password, bearing exclusive liability for any damage suffered as a result of any leaks or use thereof by a third party in any way, with or without your authorization. You may change the password at any time by following the relevant instructions listed on the website hosting the Platform, without any further disclosure of such change to 4XC. For the purpose of preventing the use of the 4XC Copy Platform by a third party, it is recommended to change your password on a regular basis. Especially, in case of a leak of the login or password, you shall immediately notify 4XC and change the password.

## 2.2. No investment advice

- 2.2.1. 4XC shall not provide to you any kind of investment advice or other investment service. 4XC offers solely the technical means that enable you to adopt trading strategies of other users of the Platform, based on the assumption that you have consciously chosen to conduct CFD and/or FX transactions with 4XC. 4XC does not recommend/suggest to any user of the Platform any transactions in any financial instrument nor does 4XC represent that such transactions may be suitable or appropriate for you or any other user.
- 2.2.2. The history and statistics of the Signal Providers, the trading signals generated by the Signal Providers and the comments made by any Signal Provider on the Platform's website do not constitute any kind of personal recommendation towards you or any other user to conduct or abstain from any transaction or to follow or unfollow any Signal Provider and should not be regarded as such.

## 2.3. Registration with the Platform

Unless otherwise expressly agreed, your registration with the Platform is that of a normal user (i.e. not a Signal Provider) and this Agreement governs your relations with 4XC under this specific and sole capacity.

## 2.4. Choice of Signal Providers

The Platform provides you the opportunity to trade based on automated electronic signals. You may adjust the Platform's settings so that it replicates in the Account the actions of one or more Signal Providers of your choice.

The Signal Providers are third parties who use their signals (as displayed on the Platform) to carry out transactions for their own account, through 4XC. In the case in which transactions of a specific Signal Provider are performed in a simulated trading environment ("demo account") and not through a real 4XC account, 4XC shall draw your attention to such fact with a relevant indication in a prominent position in the Provider's profile in the Platform.

The Platform may incorporate, from time to time, tools or features classifying the Signal Providers into specific categories, or attributing specific ratings or filtering a limited number of specific Signal Providers or combinations thereof. Such tools are based on the application of technical criteria to the Signal Providers' past performance and statistics, in a way to bring to your attention Signal Providers or combinations thereof that may correspond to your trading preferences. In all such cases, you will be able to view the Signal Provider's trading characteristics as well as to compare his trading history and performance with those of any other Signal Provider. By entering into this Agreement, you acknowledge your understanding that in no case, such classifications, ratings filtering or combinations of Signal Providers will be considered to constitute any kind of recommendation from 4XC to follow any Signal Provider (or any combined strategies) with a view to achieve any specific future result.

In the case of combinations of Signal Providers, the operation of the said combination may be subject to specific rules that 4XC will communicate to you and that you will be requested to accept before proceeding to the choice of such combinations.

## 2.5. Application of settings to selected Systems

The replication of a Signal Provider's signals in your Account will always be subject to the restrictions applied by 4XC as to the offer of the products that you trade. In addition, you may choose specific settings and limits for the signals generated by each selected Signal Provider.

## 2.6. "Manual" actions

The Platform enables you to introduce trading signals in your 4XC Trading Account at your own initiative (manually), meaning that you may open new positions or close positions previously opened by you or previously opened by a Signal Provider. When you introduce your own trading signals manually through the 4XC Platform interface, such signals will be executed by 4XC, however, for technical and other operational reasons, the prices provided by 4XC may be different than those that you see on the Platform at the moment of the placement of your manual signal. 4XC shall accept no liability for any issues related to the execution of manual trades.

## 2.7. Limitations of the services and of 4XC's responsibility

2.7.1. 4XC draws your attention to the following:

- The Signal Providers neither are related to 4XC nor have they any professional certifications or titles with relation to financial markets.
- 4XC does not intervene in the content of the signals produced by the Signal Providers.
- The Signal Providers do not have access to and do not take into consideration any of the personal information or the position of the account of any of their respective followers.
- Monitoring and evaluation of the Signal Providers by 4XC takes place solely based on their past behavior and will in no case refer to their future behavior or to the achievement of future performance.

2.7.2. Although the Platform replicates exactly the signals of the relevant Signal Provider(s) (after applying any limitations set by you in your settings), delays in the execution of your transactions might occur. It is also probable that divergences arise between the prices that any Signal Provider achieves, with respect to his own trades, and the prices that you achieve when following the signals of such Signal Provider, even if your trades are carried out at the same time as those of the Signal Provider. Such delays and divergences are normally attributable to the structure and function of the market, and particularly to (indicatively):

- a) The time period, even if very short, between the moment a signal is received from the Signal Provider and the moment of the execution of your trade by 4XC.
- b) The overall operation of the FX and CFDs market, given that there is no single reference price for the participants in such market.
- c) The special events occurring in the market, such as a steep price fluctuation (for example in the case of news announcement), a great volume of transactions waiting to be executed by 4XC or by our liquidity providers.

Volatility or illiquidity in the Forex markets may also prevent orders from being executed at advantageous prices, or at all.

**Therefore, 4XC does not guarantee:**

- An immediate and complete execution of the signals.
- The matching of the prices at which you carry out any specific trade with those at which the Signal Provider carries out the same trade.

Generally, 4XC shall not be liable to any person for any losses, damages, costs or expenses (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental or consequential damages) occurring because trades cannot be executed due to market conditions.

2.7.3. By entering into this agreement, you acknowledge that you accept the risks inherent to the performance of transactions in the financial instruments supported by the Platform and provided to you by 4XC and that we do not bear any liability for these risks. In particular you acknowledge:

a) That you are aware that transactions on financial instruments involve risks causing the reduction of the value of investments.

b) That foreign exchange, CFDs and other leveraged trading activities involve significant risk of loss. Such activity is not suitable for all investors and you should make sure you understand the risks involved, seeking independent advice if necessary.

c) That your trading results may vary depending on many factors. Because the risk factor is high in the foreign exchange, CFDs and other leveraged products, only genuine "risk" funds should be used in such trading. If you do not have the extra capital that you can afford to lose, you should not trade in leveraged products. No "safe" trading system has ever been devised, and no one can guarantee profits or freedom from loss.

d) That hypothetical performance results have many inherent limitations, some of which are described below. No representation is being made that any account will or is likely to achieve profits or losses similar to those shown. In fact, there are frequently sharp differences between hypothetical performance results and the actual results subsequently achieved by any particular trading program. One of 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 program which cannot be fully accounted for in the preparation of hypothetical performance results and all of which can adversely affect actual trading results.

e) That you are aware and accept the risks arising from the replication of investment strategies of third parties when using the 4XC Copy Platform and that past performance posted on the Platform is not indicative of future results.

- 2.7.4. 4XC shall not be responsible for any damage incurred by you (or a third party having any relevant right through you) due to force majeure (including the exercise of the right of strike, the malfunction of computers including the breakdown of computer systems or electronic communications), fraudulent usage of the data stored in its records and servers by third parties, failure of its electronic systems due to malfunctions of the communications' network or malfunctioning of its software and hardware that is not attributable to the lack of maintenance or monitoring, as well as events related to the operation of third parties, such as interruption or suspension or limitation of the activities carried out in the context of this agreement or third parties intervening in the course of your relationships and transactions with 4XC (exchanges, companies settling transactions, credit institutions etc.) for whatever reason.
- 2.7.5. 4XC does not guarantee that the use of the 4XC Copy Platform will have a positive result or a specific performance for you. Any reference to the performance of transactions carried out by users of the Platform or Signal Providers is related exclusively to the past and by accepting these terms you acknowledge that you are aware of such fact. Any reference to the performances of any Signal Provider may not take into account the costs of transactions, such as 4XC trading fees or any other fees applicable to your 4XC Platform Account in the context of this Agreement.
- 2.7.6. The trades conducted by Signal Provider on his own trading account may involve amounts greatly different from the amounts allocated by you to each transaction following the Signal Provider's activity. This may itself cause a significantly different result compared to the Signal Provider's profits or losses even if the remaining characteristics of your positions are the same as the ones of the specific Signal Provider. In addition, particular limitations may be applied to your trading account by 4XC, which may not necessarily apply to the Signal Provider at the same time. Such limitations may be due to specificities of the regulatory framework applicable to 4XC's policies. The application of such limitations on your trading account may lead to further divergences between the results of the Signal Providers' trades and your own trades, especially if the Signal Provider's trading account is not subject to the same limitations.

## **2.8. Access to CFD Market Data to Demo Accounts**

As regards CFDs, and to the extent feasible, 4XC may provide to you access to online price and trade-related data regarding the underlying securities ("Market Data"). Such Market Data may include the streaming of quotes, market volume information, as well as public announcements relating to the issuers of underlying securities. Any such Market Data will be displayed on an "as is" basis, i.e. as received from 4XC's Market Data provider, and will include information that is available in a specific exchange. In this context, the prices of a specific underlying security that are displayed in the Market Data may be different from the prices of the same security in other exchanges or markets where the same security may be admitted.

The provision of access to certain categories of Market Data is subject to the acceptance by you of the terms of the Market Data Addendum which forms an annex to this Agreement. To the extent that the Market Data Addendum refers to a specific Market Data provider, such Addendum will be terminated or amended or substituted in the event of termination of 4XC's relationship with the specific Market Data provider or in the event of substitution of the Market Data provider. In such case 4XC will apply its

best endeavors in order to give you reasonable notice of the relevant event. In the case of substitution of the Market Data Provider, the provision of access to Market Data may be subject to the acceptance of additional terms by you.

Access to Market Data is provided to you exclusively for internal/personal use. You may not sell, lease, furnish or otherwise permit or provide access to Market Data to any other Person or to any other office or place. You will not engage in the operation of any illegal business use or permit anyone else to use Market Data, or any part thereof, for any illegal purpose or violation of any Regulatory Requirements. You may not present Market Data rendered in any unfair, misleading, or discriminatory format. You shall take reasonable security precautions to prevent unauthorized persons from gaining access to Market Data.

By utilizing Market Data related to individual US Stocks, you agree to be bound by the Market Data Addendum that can be found [here](#).

## **2.9. Inability to access the Platform**

In case, for whatever reason, you are unable to access the Platform and its services, you must immediately notify 4XC Support Channels so we can manage any open positions you have in your Trading Account. You may also request from us to disconnect your account from 4XC Copy Platform, while you are unable to access the 4XC services, so as to avoid receiving new positions from Signal Providers in your Trading Account.

## **3. COMMUNICATION**

### **3.1. Means of Communication**

The communication between you and 4XC shall take place, depending on the case, either in writing or orally. More particularly:

- The written communication takes place via documents exchange/shipping, via fax or via electronic mails being sent to the electronic addresses of the parties or via the Platform's dedicated application for messages and communication.
- Oral communication takes place in principle via telephone. 4XC may tape record your telephone conversations with its employees, in order to prove the content of such conversations, as well as for the protection of your and 4XC's mutual interests. All such recorded telephone conversations may be stored in accordance with its Data Privacy Policy that is available on 4XC's website.

### **3.2. Confidentiality**

4XC will keep the information provided by you confidential under this agreement and take the necessary internal measures in order to ensure the confidentiality of such information. Confidentiality does not extend to any data or information



- a) That 4XC has an obligation to disclose to the public or any competent authority,
- b) That have to be invoked by 4XC before a Court or any competent authority for 4XC's defense with respect to a case pending against 4XC relating to the relationships governed by this agreement,
- c) That have to be communicated to companies cooperating with 4XC in order for the obligations undertaken by 4XC under this agreement to be fulfilled.

### **3.3. Information regarding your trading activity**

4XC provides you with ongoing access to a personalized area of the Platform, in which you enter by using your individual codes, for the purpose of receiving at any time information on your trading activity at any period of time.

4XC draws your attention to the fact that you must regularly check your Trading Account's activity and content through the relevant applications, trading platforms or other communication means that are made available to you.

In case of various events that – in 4XC's reasonable opinion – may have an effect on your Account (such as a substantial change of trading behavior by a Signal Provider that you may have selected), 4XC may send you relevant notices through the Platform.

4XC provides 24-hour telephone helpline for the Platform. The relevant details can be found [here](#)

### **3.4. Probative force of book files and computer records**

Any copy or extract of the forms, data, books, records and files issued or kept by 4XC, either in paper or in electronic form – in accordance with applicable legislation - or any extract of the 4XC Account, which shall be exported by 4XC and shall display the history of the 4XC Account's operation, shall constitute full proof for the activity of the Account. Similarly, extraction of logs regarding every aspect of the operation of your Account, including logs relating to your logging in the Platform and any use of the Platform by you, shall constitute full proof of the related facts.

### **3.5. Liability for transmission errors**

In cases of delay, interruptions or other errors that may occur during the transmission of electronic mail or fax, as well as in cases of incorrect translation or interpretation of technical terms, 4XC shall only be liable for willful misconduct or gross negligence of its executives, agents or employees.

## **4. FEES**

### **4.1. Initial Fee**

Initial fee is a fixed one-time fee that can be applied when a follower subscribes to the Signal.

## 4.2. Recurring Fee

Recurring fee is a fixed amount that can be applied periodically (daily, weekly, monthly, quarterly or annually).

## 4.3. Performance Fee

By participating in Social Trading, the follower agrees to pay a performance fee as determined by the Signal Provider, calculated based on the High Water Mark (HWM) model and applied only to profits generated from copied trades.

The follower agrees that the performance fee is automatically deducted based on the High Water Mark (HWM) model, with no manual intervention or dispute once applied, and that such a fee is calculated daily during the rollover.

The follower understands that independent trades executed outside of copied Signals are excluded from performance fee calculations and do not affect the High Water Mark (HWM).

The Signal Provider retains the right to modify the performance fee percentage at their discretion, with any changes applying only to future profits and not retroactively.

The platform acts solely as an intermediary and holds no liability for disputes arising between followers and signal providers regarding the performance fee or trade execution.

4XC processes the calculation of fees automatically during each rollover, and processes the debit of follower's trading account as per Fee structure set by the Signal Provider during the setup of his Signal.

The follower acknowledge and confirms that by subscribing to a Signal, is accepting the fee structure set by the Signal Provider.

## 5. AUTHORIZATIONS

You hereby authorize 4XC to access the Trading Account data, via all appropriate technical means and - to the extent necessary - the relevant competent personnel and executives thereof, in order:

- a) to connect the Platform to your Trading Account in a way to allow the introduction of the signals resulting from the operation of the Platform in your Trading Account;
- b) to obtain full information about your Trading Account connected to the Platform, in order to be able to provide comprehensive information to you via the Platform;
- c) to obtain information regarding your identification, for the purpose of providing the 4XC Platform to you, receiving payments from you and complying with any applicable rules (including for the prevention of money laundering)

## 6. CLIENT'S DATA

### 6.1. Client's identity

For proof of your identity and that of any representatives designated by you, 4XC may rely upon any document that, by law, is regarded as proof of identity of a person or legal entity. 4XC shall not be responsible for the validity, legal integrity or authenticity of such documents. If you suffer loss by error, misunderstanding, deception or fraud as to the person giving instructions to 4XC to carry out a specific action, 4XC shall only be liable for willful misconduct or gross negligence of its executives, employees and agents.

### 6.2. Signature specimens

4XC is entitled to receive and keep specimens of your and your representatives' signatures, if necessary for the fulfilment of the Service.

### 6.3. Change of data

You shall notify 4XC on your own initiative, without delay, of any change of name, contact information (especially e-mail address) and other data you have provided to 4XC when entering into this agreement, as well as any change regarding the powers of representation granted to other persons (if applicable). You are not entitled to oppose against 4XC any change of the above data, if such change has not been notified to 4XC in writing.

### 6.4. Personal Data

Your personal data, as disclosed to 4XC from time to time, will be stored, processed and disclosed to third parties for the purpose of providing the services and complying with 4XC's obligations, in accordance with 4XC's Data Privacy Policy.

You are required to review your Account statements and monitor your Account status at least daily to ensure that your trades were placed, and that all trades that were made on your Account were authorized by you and also monitor 4XC's reports and platform with respect to your Trading Account, as highlighted in clause 3.3. hereof.

Neither 4XC, nor our officers, principals, employees or agents shall be liable to any person for any losses, damages, costs or expenses (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental or consequential damages) resulting from any errors in the 4XC Copy Platform.

## 7. FINAL PROVISIONS

### 7.1. Representation regarding funds

By accepting these terms and proceeding to the opening and operation of your Account, you represent and certify to 4XC that:

- a) all amounts of money that you have deposited and/or will deposit with 4XC belong to you, are from a legal source and do not derive from acts or activities falling within the prohibitions of the laws on the prevention and suppression of money laundering;
- b) generally you shall comply with the legal provisions and shall not engage in illegal or prohibited actions or practices;
- c) all information that you have provided or that you will provide to 4XC regarding yourself and the origin of your assets are/will be true.

## **7.2. Restrictions to the use of Platform Information**

By viewing 4XC's website and trading on Platform, you fully understand and agree to respect the proprietary rights of Signal Providers and of 4XC, and you represent that you do not desire to acquire from the Signal Providers any trade secrets or confidential information.

You represent that you will be using signals solely for your own 4XC Account and that you will not be reproducing such signals with any third party platforms or services outside of the 4XC platform, without the written permission of 4XC. Immediately upon notice from 4XC that, in 4XC's opinion, any use of the Platform does not comply with this standard, you will cease such manner of use. Furthermore you agree that 4XC may at its sole discretion disable your access to the Platform at any time, in the case of system abuse or any infringement of any patent, copyright, trademark or other proprietary right or infringement upon a trade secret of any person or entity, or other reasons not described in this Agreement.

## **7.3. Duration - Termination**

This agreement is of indefinite duration. The agreement shall take effect after acceptance by the Client and upon the opening of the Account by 4XC, and shall be terminated upon the closure of the Account. The Account may be closed either by a request from you, subject to 4XC's acceptance and provided that no Fees are outstanding, or in 4XC's initiative with a reasonable notice or – in the case of inactive accounts – with no notice.

## **7.4. Governing law – Jurisdiction**

- 7.4.1. All contractual relationships between 4XC and the Client are governed by the laws of the Cook Islands.
- 7.4.2. The courts of the Cook Islands will be competent for any dispute between you and 4XC arising from this contractual relationship. 4XC has the discretion to choose any other court having jurisdiction for the exercise of its claims against you.

## **7.5. Other terms**

- 7.5.1. The terms of this agreement shall only be amended by a written agreement between you and 4XC (including by way of acceptance by electronic means), without prejudice to the provisions of the following paragraph.

- 7.5.2. 4XC shall have the right, at any time and under its sole and absolute discretion, to unilaterally change and/or amend the terms and conditions of this Agreement. You agree that any new format of this Agreement which shall be posted on 4XC's Website shall be considered as sufficient provision of notice for the changes and/or amendments made in such new format and shall become effective as of the date of posting it as aforesaid.
- 7.5.3. Any delay or omission of 4XC to exercise any statutory or contractual right, in no way shall be deemed or construed as a waiver of the respective right.
- 7.5.4. In case one or more the terms of this agreement is or becomes unenforceable, it shall not affect the validity of the remaining terms and the remaining provisions shall remain in force.
- 7.5.5. You shall not assign or transfer in any way to third parties any of your rights and claims arising from your relations with 4XC under this Agreement, unless otherwise agreed in writing.