

# **AXECAP GLOBAL LIMITED**

# (Company Register Number: 175,153)

Registered in Belize under license number 175,153.

# **COPY TRADING POLICY**



# **Copy Trading Policy**

Personal Details, Communications, Personal Contents and Feedback within AXECAP GLOBAL LIMITED Copy Trading Network

By accepting these Terms and Conditions, you agree and acknowledge that the following information and content shall be considered non-confidential and non-proprietary information such as: your display name, picture or avatar, country of residence, gender, networks, list of friends, list of traders who are following your trades, list of mentors whom you are copying, list of trades which you are making, statistics of your trading results, your chats, feedback, posting, blogs, emotions, network status, mentor status, including without limitation any other posting within the sphere of AXECAP GLOBAL LIMITED copy trading network platform, AXECAP GLOBAL LIMITED Facebook page, AXECAP GLOBAL LIMITED Twitter, and any other forums and discussion board which is officially sponsored and approved by AXECAP GLOBAL LIMITED but not inclusive of – "your personal KYC (Know Your Customer) data which is privy only to the regulators, banks and AXECAP GLOBAL LIMITED compliance and funding officers".

When participating in any Copy Trading activity on the AXECAP GLOBAL LIMITED platform, users are able to make public their display names, portfolio trading history information, trading strategies and performance results, in so doing any such information is considered to be non-confidential and non-proprietary information available for public viewing. The AXECAP GLOBAL LIMITED platform allows for anyone to make available their trading performance for all others to view.

By providing such content, you specifically grant AXECAP GLOBAL LIMITED 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 to use such content in any manner or media whatsoever, on an unrestricted basis and without any attribution or royalties or other compensation to be paid to you, including without limitation, within or outside our website, advertisements, in printed media and newspapers.

Communications within the AXECAP GLOBAL LIMITED Copy Trading

You agree and are responsible for all content, information and materials which you submit and transmit in any of AXECAP GLOBAL LIMITED website, social media, forums, knowledge

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hub, affiliate forum, blog, and other communication tools sponsored and setup by AXECAP GLOBAL LIMITED and affiliate companies.

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You represent and warrant that:

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- 2. you agree to the posting of your content by us in any manner, media and any other means on an unrestricted basis and will indemnify us in regards to any violation of other privacy rights, publicity rights, copyrights, contract rights or any other rights of any individual or organization.

You also agree to be solely liable for any damages resulting from infringement or other violation of the copyrights, trademark, and other proprietary rights of any individual or entity, and for any other harm or losses resulting from any content.

The AXECAP GLOBAL LIMITED Copy Trading has been setup with the purpose of supporting all of its participants in sharing trading know-hows, ideas, information and other general support with the intention of helping others to trade more profitably.

As such we forbid any participants within the AXECAP GLOBAL LIMITED domain not limited to AXECAP GLOBAL LIMITED websites, social media, forums, knowledge hub, affiliate forums, blogs, and who may be using other communications tools sponsored and setup by AXECAP GLOBAL LIMITED and affiliated companies from engaging in any of the following:

- 1. Making statements 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;
- 2. Making statements that AXECAP GLOBAL LIMITED and its affiliates endorse, maintain any control and/or guarantee the accuracy and/or completeness of the content you have published, posted and or shared with other users;
- Posting, or publishing statements that contain sexually explicit content, can be considered to be grossly offensive, including expressions of bigotry, racism, hatred or profanity or that which may be considered hateful, threatening; inciting violence, or be considered religiously offensive;

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- 4. Sending unauthorized commercial communications (such as spam) for directing people to our website or any other website affiliated or not, using third party applications and/or utilizing our services to do such; including statements that are abusive, defamatory, harassing, racist, sexual in nature and/or insulting statements to other users or otherwise;
- 5. Making statements that advertise or promote any other online entities including brokerages or trading platforms and/or any services offered by yourself, any other person or entity;
- Collecting users' content or information, or otherwise accessing our websites and/or services, using automated means (such as harvesting bots, robots, spiders, or scrapers);
- 7. Uploading viruses or other malicious codes;
- 8. Soliciting personal information and/or login information or accessing an account belonging to someone else;
- 9. Using our websites and/or Services to do anything unlawful, misleading, malicious, or discriminatory;
- 10. Doing anything that could disable, overburden, or impair the proper working of AXECAP GLOBAL LIMITED, such as a denial of service attack and/or facilitate or encourage any violations of these Terms and Conditions.
- 11. You acknowledge that 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 terminated due to the above misuse we will refund any funds which may be in your account.

The above ruling applies to all traders and non-traders who have signed up with AXECAP GLOBAL LIMITED of including those with mentor status.

We do not undertake to review and monitor all the Content and We do not in any manner endorse, support, sanction, encourage, verify or agree with any such Content. We reserve the right to review, monitor, revise and/or remove any such Content in any way we see fit in our sole discretion.

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Such information and tools are provided solely to assist you to make your own investment decisions and providing you with such does not amount to investment advice or unsolicited financial promotions to you.

It is very important to make a distinction between indicative prices which are displayed on charts and deal prices which are displayed on our trading platform. Indicative quotes only give an indication of where the market is. You understand that we are not obligated to

continue to provide any tools and information and if need be we may remove such informative tools from our website at any time.

Furthermore, we are not obligated to update the information displayed on our website at any time and we will not be liable for the termination, interruption, delay or inaccuracy of any Market Information. The financial information we post on our website may be provided by third parties for the benefit or our users and as such you undertake not to enable deep linking or any other form of redistribution or reuse of the information, to any non-authorized users.

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Such information is not to be considered as constituting a track record. Past performance is no guarantee of future results and we specifically advise clients and prospects to carefully review all claims and representations made by other traders, advisors, bloggers, money managers and system vendors before making an investment decision on the basis of any of the foregoing.

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Neither AXECAP GLOBAL LIMITED, 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,

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loss of profits, loss of use, direct, indirect, incidental or consequential damages) resulting from any errors in, omissions of or alterations to any information and/or Content.

The foregoing shall apply regardless of whether a claim arises in contract, tort, negligence, strict liability otherwise.

**Risks Disclaimers and Limitations on Liability** 

**General Risk Statement** 

All traders need to understand that trading foreign exchange on margin carries high potential rewards but also high potential risks that may not be suitable for all investors. Before deciding to trade foreign exchange, you should carefully consider your investment objectives, level of experience and risk appetite.

Past performance is not indicative of future results, which can vary due to market volatility. The possibility exists that you could sustain a loss of some or all of your initial investment and therefore you should not invest money that you cannot afford to lose. You should be aware of all the risks associated with foreign exchange trading and seek advice from an independent financial advisor if you have any doubts. Any opinions, news, research, analyses, prices or other information contained on this website or linked to from this website are provided as general market commentary and do not constitute investment advice.

AXECAP GLOBAL LIMITED shall carry no liability under any circumstance to any person or entity for (a) any loss or damage in whole or part caused by, resulting from, or relating to any transactions related to trading any financial instruments offered on the platform or (b) any direct, indirect, special, consequential or incidental damages whatsoever. Any persons following and/or copying the trades of other traders need to be fully aware that is involves a high level of risk, copying trades of top-performing traders does not guarantee profits.

In addition persons need to be aware at times that they may be may be following/copying the trading decisions made by inexperienced/unprofessional traders. Additionally anyone that is copying trades needs to remember that the traders being copied may have a differing purpose or intention, a higher risk tolerance and or be trading with a higher financial status.

Past performance of any AXECAP GLOBAL LIMITED Copy Trading Member or appointed Mentors is not a reliable indicator of their future performance. Content on AXECAP GLOBAL

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LIMITED's Copy Trading Hub is generated by members of its community and does not contain advice or recommendations made by or on behalf of AXECAP GLOBAL LIMITED

### Accountability for Each Financial Transaction

By using our Services, You agree to be fully, independently and personally liable for each transaction and/or credit card transaction made on our System through your account. As such, you must make sure that you are the only person with access to your account at all times. You must make sure that no minors have access to your account.

If you do not settle a transaction performed through your account you shall be liable to us and must indemnify us in the amount necessary to cover the entire cost, whether indirect or direct, of the transaction. In the unlikely event that a contract is entered to acquire or sell currency at a price that does not reflect the market price (such as an event where a technical error such as a bug or defect has caused a malfunction that has affected the price of the transaction) we shall reserve our right to terminate and cancel any such transactions.

In the event of such an occurrence will notify you of our decision to cancel the transaction and explain our reasons to you. On the other hand, you are required to inform us of any malfunction should you experience such a malfunction whilst trading on our system.

# **Restrictions on Financial Transactions**

You understand that financial regulations, financial codes, financial ethics and contractual requirements vary worldwide. As such, you understand that ultimately it is your responsibility to make sure that you comply with any and all local regulations, directives, restrictions and laws in your local place of residence before using our Services. We strictly state that we do not permit the use of our services by users from jurisdiction in which the use of our services is not permitted.

These Terms and Conditions is not offering or soliciting the use of our services to any one located in a jurisdiction in which the specific use is not authorized or otherwise permitted by local laws.

Please note that AXECAP GLOBAL LIMITED shall apply its own spread to all transactions and trades made by using our services, which can increase the cost of the transactions and trades accordingly.

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By using our services, you declare that all the funds that you use and invest on our services do not originate in any way from drug trafficking, abduction, terrorist activity or any other criminal activity that is unlawful or could be considered unlawful by any authority.

In the event that we been made aware by any third party or may have reason to be suspicious that you may be engaging in or have engaged in fraudulent, unlawful or improper activity, including, without limitation, money laundering activities, or conduct otherwise in violation of these Terms and Conditions, your access to the Services may be terminated immediately and/or your account blocked.

If your account is terminated or blocked in such circumstances, AXECAP GLOBAL LIMITED is under no immediate obligation to refund any funds that may be in your account, unless otherwise instructed by a relevant regulatory authority. In addition to terminating your access to the Service and/or blocking your account, we reserve the right to prevent you from accessing any of our other websites or servers, or accessing any other services offered by us.

In such circumstances we shall inform the relevant authorities, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions of your identity and of any suspected unlawful, fraudulent or improper activity and seek advice on how to handle such funds that have been suspended.

In the event of such action being taken against you, you would be advised to cooperate fully with us to investigate any such activity to prove otherwise.

### Additional Risks Associated with Copy Trading

AXECAP GLOBAL LIMITED and its affiliates are proud to provide you with the ability to interact, follow and copy other traders by using Information and/or Copy Trading features provided and/or made available on our websites and/or trading platforms. However, you should note that certain Copy Trading features are associated with various risks and you are urged to carefully read and consider the following risks before utilizing either of our Copy Trading Features:

Copy Trading Features are provided by us solely for informational purposes. AXECAP GLOBAL LIMITED and its affiliates and their employees and agents are not investment or financial advisers.

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IF YOU MAKE INVESTMENT DECISIONS IN RELIANCE ON INFORMATION WHICH IS AVAILABLE ON OUR WEBSITES OR AS A RESULT OF THE USE OF THE COPY TRADING FEATURES, YOU DO SO AT YOUR OWN RISK AND AXECAP GLOBAL LIMITED AND ITS AFFILIATES, THEIR EMPLOYEES AND ITS AGENTS WILL NOT BE LIABLE FOR ANY LOSSES THAT YOU MAY SUSTAIN. YOU SHOULD NOT MAKE ANY INVESTMENT DECISION WITHOUT FIRST CONDUCTING YOUR OWN RESEARCH.

YOU ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR DETERMINING WHETHER ANY INVESTMENT, OR STRATEGY, OR ANY OTHER PRODUCT OR SERVICE IS APPROPRIATE OR SUITABLE FOR YOU BASED ON YOUR INVESTMENT OBJECTIVES AND PERSONAL AND FINANCIAL SITUATION.

A MENTOR trader's positions (with respect to any of our financial instruments) shall be copied using the lower of either the minimum position amount or with the same proportional amounts and with the same leverage, to the extent which is determined by the copy trader. All such positions shall be closed automatically if and when closed by the copied trader and/or if the copied trader's positions were automatically closed by us, for whatsoever reason, without providing any further notice and without any action on your part.

You should be prepared to bear the loss of the entire investment you have made when copy trading. You are fully responsible for any losses you may sustain as a result of the automatic execution of instructions generated as a result of the utilizing of any of the Copy Trading features.

If you place additional trades in your account or you modify or cancel an order generated by a Copy Trading feature you may achieve a materially different result than the user that you copied. Changing a copied position may cause its disconnection from the original position and not be automatically closed or changed when the original position is changed or closed.

Any past performance of our users indicated on our websites is not indicative of their future results and should be considered as hypothetical as more fully described below. It is important to understand that historical performance is not a guarantee of future performance.

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 advice.

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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 SETTINGS AND THE PERFORMANCE OF THE COPIED USER. BECAUSE OF THIS, ACTUAL PERCENTAGE GAINS/LOSSES EXPERIENCED BY INVESTORS MAY BE MATERIALLY DIFFERENT THAN THE PERCENTAGE GAINS/LOSSES AS PRESENTED ON THIS WEBSITE. 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.

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IN ANY EVENT, AND NOTWITHSTANDING, THE MAXIMUM LIABILITY THAT YOU MAY CLAIM FROM US FOR ANY REASON SHALL BE NO MORE THAN THE ACTUAL SUM OF MONEY THAT YOU DEPOSITED IN YOUR ACCOUNT FOR THE PURPOSE OF TRADING THAT MAY HAVE BEEN THE BASIS FOR ANY ACCUMULATED LIABILITY THAT YOU INCUR. CERTAIN STATE LAWS DO NOT PERMIT LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, AND THUS SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

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#### **General Enforcement**

Our failure or neglect to perform or enforce any of any rights or conditions under this

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Agreement and the general Terms and Conditions shall not be considered as a waiver of such a right or condition. Should any provision of these Terms and Conditions be held to be void, invalid or inoperative, the remaining provisions of these Terms and Conditions shall not be affected and shall continue in effect.

In addition, if any particular provision contained in this Agreement and/or the general Terms and Conditions shall, for any reason, be held to be excessively broad with regard to time, geographic scope or activity, the term shall be construed in a manner to enable it to be enforced to the extent compatible with applicable law.

#### Acknowledgment

You acknowledge reading these Terms and Conditions, understanding it, and agree to be bound by its terms and conditions.

#### **Governing Law**

The validity of these Terms and Conditions and the rights, obligations and relations of the parties shall be construed and determined in accordance with the laws of Belize.

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