INVESTIZO

TERMS OF USE

EFFECTIVE DATE: 01.02.2020

1. INTRODUCTION

1.1 Investizo LTD. is (hereinafter referred to as ‘The Company’) is an investment firm that operates as a financial broker.

1.2 Investizo LTD. is registered in St. Vincent & the Grenadine as a Business Company with the registration number 25432 BC 2019.

1.3 The objects of the company are all subject matters not forbidden by Business Companies (Amendment and Consolidation) Act, Chapter 149 of the Revised Laws of Saint Vincent and the Grenadines, 2009, in particular but not exclusively all commercial, financial, lending, borrowing, trading, service activities and the participation in other enterprises as well as to provide brokerage, training and managed account services in currencies, commodities, indexes, CFDs and leveraged financial instruments. To undertake all kinds of investments and leasing of whatsoever kind, to provide, manufacture, purchase, sell all kinds of products and services for the company or third parties or outsource the same as well as all matters that the Board of Directors may consider in the company's interest.

1.4 Terms of Use is a web-based document which does not need to be signed. It comes into effect at the moment of acceptance by the Client.

1.5 The Client accepts these Terms of Use fully and unconditionally when he/she fills in the Registration Form to open a trading account with the Company, available at the Company’s official website.

2. TERMS AND DEFINITIONS

2.1 The Terms stated below in these Terms of Use (hereinafter – the “Terms”) have the meanings specified for them, unless the context requires otherwise, and, as appropriate, may be used both in the singular and plural form:

- Active account – Client’s current account used in the course of the last 90 days.
- Advisor – Trading account's control algorithm in the form of a program in specialized language “MetaQuotes Language“, which sends requests and orders to the server using Client's Terminal.
- Arbitrage transaction – an operation which consists in buying assets on one market and at the same time selling its counterpart on another market. It locks the difference in the value of these assets on different markets. It’s evident that the portfolio value remains roughly the same regardless of the further market movements, as the counter transactions cover each other. A transaction consisting only in buying (selling) financial assets on one market without selling (buying) them on another market can also be regarded as an arbitrage transaction, provided that there is a considerable price gap between the quotes of these interconnected markets at the moment of opening or closing the transaction.
- Ask – higher price of a quote; price at which the Client buys.
- Assets, total – Equity in the Trading account shown in the Client’s Profile.

- Available for operations – Free margin in the Trading account.
- Balance – total result of all completed financial transactions and withdrawal/deposit operations.
- Base currency – currency of the account, in which all balances, commission fees and charges are denominated for both Client’s Terminal and Client’s Profile.
- Bid – lower price of a quote; price at which the Client sells.
- Client – individual or juridical entity, registered in the Client's Profile, conducting conversion arbitrage operations with the Company at the quotes provided by the Company.
- Client's log file – a file created in the Client's terminal which instantly records all requests and orders sent by the Client.
- Client's Profile – secure area at the Company’s official site designed to provide access to all main account operations and interaction between the Client and the Company in accordance with inbuilt software algorithm.
- Client's terminal – software version of MetaTrader x.xxx, with the help of which the Client can obtain online information about financial markets (to the extent determined by the Company), carry out technical analysis of markets, conduct trading operations, place, modify, delete orders and receive messages from the Company.
- Commission – a payment to the company for conducting trading operations.
- Company – juridical entity, responsible for providing transactions execution and making payments to the Client in accordance with these Terms.
- Company's working time – period of time during the working week, when the Trading Platform provides execution of transactions on standard currency contracts. Exceptions are weekends, holidays, temporary changes within the Company and intervals when service is not available due to technical reasons; in this case the Company shall assume measures to notify the Client of changes in the working hours and enable the Client to eliminate arising risks.
- Contract specifications – basic trading conditions (spread, lot size, minimum volume of trading operation, a step change in the volume of trading transactions, initial margin, margin for locked positions, etc.) for each instrument.
- Current price – the last actual price at the moment of processing the order.
- Current variation – unfixed profit or loss in all open trades in the Trading account.
- Developer – Company “MetaQuotes Software Corp”, the developer of the trading platform.
- Equity – secured portion of the Client's deposit with the account of open positions which is bound to Balance and Floating (Profit/Loss) with the help of the following formula: Balance + Floating + Swap. These are the funds on the Client's account decreased by the amount of the current loss on the open positions and increased by the amount of the current profit on the open positions.
- Equity used – Margin in the Trading account.
- Force Majeure – events that cannot be foreseen and prevented. As a rule, these are: natural disasters, wars, acts of terrorism, acts of government, legislative or executive authorities, hacker attacks, and other unlawful acts against servers resulting in destabilization of the market(s) where of 1 or several trading instruments are traded.

- Free Margin – funds which are not used as margin for open positions. It is calculated as follows: Free Margin = Equity minus Margin.
- Fully completed transaction – consists of two counter deals of similar size (opening and closing of a position): purchase with the subsequent sale or sale with subsequent purchase.
- Hedge Margin – deposit required by the Company to open and maintain hedged positions and indicated in contract specifications for each instrument.
- Margin – money deposit required by the Company to open and maintain positions.
- Margin Level – indication showing the state of the account. It is calculated as follows: (Equity/Margin)*100%.
- Margin Trading – conducting arbitrage operations with contracts on currencies in which the volume of open positions exceeds several times the size of the variation margin.
- Market Execution – Type of order execution when the Company makes a decision concerning the execution price without preliminary agreement with the Client. Sending a market order in this mode implies accepting beforehand a price at which the order will be executed.
- Market opening – resumption of trading after weekends, holidays or a break between trading sessions.
- Market sentiment – the ratio of a total “buy” or “sell” volume to a total volume of all positions in a given instrument expressed in percentage.
- Non-market quote (spike) – a quote which meets each of the following terms: significant price gap; return of the price within a short period of time to the initial level with a price gap; absence of fast price dynamics before this quote; lack of macro-economic developments and/or corporate news, having significant impact on the instrument rate at the moment when it turns up (the Company has the right to delete information about Spikes from the server's database).
- Non-trading operation – a process of funds depositing in a trading account (withdrawal of the funds from a trading account) or a process of granting (repayment) of credit, or distribution of funds to the accounts within the Client’s Profile.
- Normal market conditions – state of the market, satisfying each of the following conditions: absence of long breaks in the receipt of quotes to the trading platform; absence of fast price dynamics; lack of significant price gaps.
- Opened position – the result of the first part of a completed transaction. As a result the Client is obliged: to make an opposite transaction of the same volume and maintain Equity of his/her account not below the Stop Out level established for this type of account.
- Order – Client's instruction to the Company to open or close position when the price has reached the level of the order.
- Payment Currency – currency, in which deposits and withdrawals are executed Pending order – Client's instruction to the Company to open (close) position when the price reaches the level of the order.
- Personal Profile – account which contains the information required to identify a user when logging in to the system and the information necessary for authorization and records.
- Point – a low-order unit of a quote.
- Price gap – either of two situations: Bid of the current quote is higher than Ask of the previous quote; Ask of the current quote is less than Bid of the previous quote.

- Price gap at the market opening – either of two situations: Bid of the opening market quote is higher than Ask of the closing market quote; Ask of the opening market quote is less than Bid of the closing market quote.
- Price of the order – price specified in the order
- Price prior to spike - closing price of a minute bar prior to the minute bar with Spike.
- Quotes stream - sequence of quotes for each instrument in the trading platform.
- Server – software of MetaTrader Server x.xxx, which processes Client's orders and requests, provides the Client with online information about trades in the financial markets (to the extent determined by the Company), keeps record of mutual obligations between the Client and the Company and controls compliance with terms and restrictions.
- Server's log file – a file created by the server which instantly records all requests and orders sent by the Client through the Trading platform, and the results of their processing.
- Size of lot – amount of base currency in one lot, defined in the contract specification.
- Spread – difference between Ask and Bid quotes in points.
- Statement – full list of completed transactions and non-trading operations on the trading account.
- Stop & Limit - a parameter which allows setting any type of pending order at the distance from a current price level equal to or higher than the value of this parameter expressed in points.
- Swap (swap - storage) – funds which are withheld or added to the Client's account for prolongation (suspension) of a position until the next day.
- Ticket – unique identification number assigned to each open position or pending order in the trading platform.
- Trading account – unique personified register of operations in the trading platform opened by the Client with the Company which records the Client’s and the Company’s obligations and liabilities arising out of transactions conducted under this Terms.
- Trading operation – buying or selling of an instrument by the Client.
- Trading platform – a set of software and hardware which provides information about trading in the financial markets in the real time mode, enables trading transactions, records mutual obligations of the Client and the Company and controls compliance with terms and restrictions.
- Trading session – time interval during which the Company accepts and processes requests for conducting transactions with trading tools that are not traded 24 hours, and also releases flow of prices for these tools.
- Transaction – the whole range of trading operations when funds are transferred from base currency into the currency of a quote and vice versa.
- Volatility – instability, variability of market rates over a concrete period.
- Volume of trading operations – number of lots multiplied by a lot size.

3. TERMS OF WORK

3.1 Trading account operations are conducted in accordance with these Terms of Use.

3.2. The Company provides calculation of interest on funds deposited in the trading accounts and not used for trading in the amount and in the order specified in the trading conditions on the Company's official website.

3.3. The Client is under no circumstances allowed to use technical failures and eventual vulnerability of the operation of the Trading Platform for making profits. Upon detection of such facts, the Company reserves the right to compensate for losses caused by the Client’s actions at the expense of the Client.

3.4. Client is allowed to register only one profile. Profiles registered from the same device (PC and/or mobile phone) and the same IP-addresses are considered as tight connected profiles.
If such profiles are detected they are considered as tight connected group.

3.5. If clients use the same device (PC and/or mobile phone) and/or same IP-addresses to conduct trading operations on their accounts they are considered as tight connected users.

3.6. In case tight connected users damage the Company's reputation or its financial satement, the Company has the right to consider such users as one.

3.7. The Client acknowledges that the Company has the right to compensate negative balance on tight connected accounts resulting from trading activity and compensate paid affiliate commission from such accounts deducting the amount of commission from the balances of tight connected accounts.

3.8. Non-trading operations (including bonus hunting: transferring credit amount from one account to another) within Client’s Profile targeted at gaining profit are banned. If such operations are detected on client's accounts or any suspicions arrise, the Company reserves the right to compensate negative balance of Client's accounts by his funds.

3.9. The client undertakes to take all measures to prevent the loss of credit funds allocated by the company as part of a particular promotion. In the event that the Client exposes the company's funds to unreasonable risk (for example, aggressive trading with gambling elements; opening a large volume using credit funds to maintain positions and rolling over such positions to the next day or trading week), the Company reserves the right to compensate the negative balance for client account, even if the funds are in other client accounts.

3.10. Risk free operations, such as hedging positions on swap free accounts, also known as swap hunting; bonus hunting; generation of IB commission using hedged orders; using trading assets with fixed spread to get better price, than current market price are banned. In case such operations are detected on accounts of client, the Company blocks client's profile and all affiliated profiles, cancel IB commission generated from such operations. The Company has the right to cover all losses, which may include commission of payment system and/or any mediator involved in processing such transactions, commission of any service provider used for reception and/or transmission of such trading operations. The client acknowledge that damage from such operations may exceed initial deposit, and the Company has the right to compensate such damage according to the best market practice.

4. KYC. CUSTOMER IDENTIFICATION

4.1. The Company requires the Client to confirm his/her registration information specified when opening a trading account. To do so, the Company may ask the Client at its own discretion and at any time to provide a notarized electronic copy of his/her identification document, bank statement or public utilities bill as proof of residence. In particular cases, the Company may ask the Client to provide a photo of him/her holding his/her ID near his/her face.

4.2. The account verification procedure is obligatory, the Client must upload a copy of the passport or another document confirming his/her identity, bank statement or public utilities bill as proof of address to the Client’s Profile to ensure account verification.

4.3. To change the phone number related to the Client’s Profile, the Client shall provide a document confirming ownership of a new phone number (agreement with a mobile phone service provider) and a photo of the ID held beside the Client’s face. The Client’s personal data shall be the same in both documents.

5. OPENING AN ACCOUNT

5.1. A Client of Investizo LTD. can be a natural person of full legal age or a juridical person.

5.2. The Client fills in a registration form to create his/her Client's Profile and opens an account with the Company in the Client's Profile which is freely available on the Company's official website https://investizo.com/

5.3. The Client has the right to register only one Personal Profile.

5.4. The Client receives electronic access to account management when registering his/her Client’s Profile.

5.5. Deposit and withdrawal operations are executed in the currency stipulated for given type of trading account through appropriate interface of the Client's Profile located at https://investizo.com/cabinet

6. SETTLEMENT

6.1. The Client has the right to withdraw his/her own funds which are not encumbered with deposit obligations.

6.2. Money transfers are made within 1-3 banking days.

6.3. Money transfer can be deferred by the Company for the period of 7 working days in exceptional cases requiring verification of compliance of trading and non-trading operations conducted by the Client with these Terms of Use.

6.4. The Client’s payment instruction received, the amount to withdraw is deducted from the Client’s

account balance at the moment of receiving the payment instruction.

6.5. The Client gives all instructions related to deposits and withdrawals of funds from the account through the Client's Profile at https://investizo.com/cabinet

6.6. The Company corrects balances in the accounts with a fixed negative value in the “Balance” column in the trading terminal right after negative balance arises. Correction (setting to zero) of trading accounts shall be applied solely to those accounts in which no trades are conducted at the moment of correction, i.e. no active open trading positions are present (pending orders will not be considered). Bonus funds are deducted from the “Credit” column with the comment “bonus_out (negative balance)”. At the same time, funds in the amount equal to the negative balance value are put into the account with the comment “Zero Balance Correction”.

6.7. The Client can withdraw funds using the same payment system which used to top up his/her account.

6.8.If the account was topped up by different ways, in various currencies and using different payment details, withdrawals should be made proportionally.

6.9 If the Client’s payment details within the payment system are changed for some reason, the Client shall notify the Company by sending an email to the financial department with a photo where the Client is holding an ID close to his/her face attached. Otherwise, the Company reserves the right to deny funds withdrawal by use of new payment details.

6.10. Deposit of Client’s funds can be made by any methods available on the Company’s site.

6.11. The Company doesn’t charge any deposit or withdrawal fees from Clients’ trading accounts.

6.12. The Client understands and accepts the fact that his/her money withdrawal request may be declined, and money will be retransferred to the Client’s account if the Client did not provide necessary identification information (copy of ID document, bank card or any other documents required by the Company based on the AML policy) upon the Company’s request via the Client’s Profile within 7 (seven) business days following the request.

7. TRADING ACCOUNT AND TRADING OPERATIONS

7.1. The main parameters of trading accounts are the following:

- Lot size
- Leverage
- Margin Call level
- Stop Out level
- Base currency

7.2. The Company has the right to modify the leverage size of the Client's trading account anytime WITHOUT PRIOR notification.

7.3. When conducting trading operations, “Market Execution” quoting mechanism is applied.

7.4. Client's requests are processed through the following consecutive stages:

- The Client makes a request which is checked for correctness in the Client’s terminal;
- The Client’s terminal sends the request to the server;
- The Client's request comes in the server where it's checked for correctness. The message “request was accepted by server” appears in the log of the trading terminal;
- The Server sends the result of the processing to the Client’s terminal;
- Once a stable connection between the Client’s terminal and the Server set, the Client’s terminal receives the result of the processing of the Client's request.

7.5. The Client may cancel the request sent earlier before it’s accepted for processing.

7.6. The Server can refuse the Client's request in the following cases:

- At the opening of the market, with the message “No price”, if the Client makes a request before the first quote is provided into the trading platform;
- If there are no available funds for opening a position (with the message “Not enough money”);
- Under market conditions different from normal ones.

7.7. The Company has the right to modify the margin amount without preliminary notice in case of force majeure circumstances or increased volatility conditions (for example, during New Year's week).

7.8. A “Buy” operation is opened at the “Ask” price. A “Sell” operation is opened at the “Bid” price. A “Buy” operation is closed at the “Bid” price. A “Sell” operation is closed at the “Ask” price.

7.9. The Company reserves the right to change the trading conditions with notification to the Client:

- change transaction minimum volume;
- change leverage size;
- change margin requirements for one or several trading tools.

7.10. The Company has the right to cancel or revise the results of the Client's transaction in the following cases:

- The transaction is opened/closed at a Non-market quote
- In case of Server malfunctions.

7.11. The Company has the right to increase spreads under certain conditions.

7.12. When a position is carried over to the next working day (including the “Friday-Monday” transfer), swaps are calculated on each open position. Triple swaps are calculated at night from Wednesday to Thursday.

7.13. A position is opened by means of sending a request from the Client’s terminal or the Client Profile to the Server.

7.14. If there is enough free margin on the account to open a position, the position is opened, the corresponding commentary is entered into the log file of the Server.

7.15. If there isn't enough free margin to open a position, the position isn't opened, the commentary “Not enough money” appears in the order window, the corresponding commentary “not enough money” is entered into the log file of the Server.

7.16. The Client's order to open a position is considered processed and the position is opened after the corresponding commentary appears in the log file of the Server. Every opened position is given a Ticket in the Trading platform.

7.17. A position is closed by means of sending a request from the Client’s terminal or the Client’s Profile to the Server.

7.18. If there are two or more locked positions in the list of open positions on the trading account, the “Close by” option will appear in the “Type” drop-down list when forming a request stop-loss or an order to close any of them. After this option is chosen, one or several open positions of opposite direction will be shown. When choosing a position from the list, the «Close#… by#…» button will be enabled, by clicking on which the Client closes locked positions of the same volume or partially closes 2 locked positions of different volume. At the same time, the lesser position and symmetric part of the major one are closed with the opening of a new position in the direction of the major one which is given a new Ticket.

7.19. If there are two or more locked positions in the list of open positions on the trading account, the «Multiple Close By» option will appear in the “Type” drop-down list when forming a request or an order to close any of them. After this option is chosen, the list of all positions on the given instrument appears and the «Multiple Close By For» button is enabled, by clicking on which the Client closes the whole of locked positions on the instrument. At the same time, a new position which is given a new Ticket is opened in the direction of the major total volume.

7.20. The Client's order to close a position is considered processed and the position - closed after the corresponding commentary appears in the Server’s log file. After the order is sent to the Server, it can go through the following phases:

- Started — the order has been checked for correctness but not yet accepted by a broker Placed — the server

accepted the order

- Partially filled – the order is partially filled as to its volume
- Filled – the order is fully filled
- Cancelled — the order has been cancelled by a client
- Rejected — the order has been declined by the server
- Expired — the order is removed upon its expiration

7.21. A pending order is an order given to a broker to buy or to sell a financial instrument in the future according to conditions stipulated by a Client.

7.22. «Metatrader 4» trading platform provides the following types of pending orders:

- «Buy Limit» — a trading order to buy at the “Ask” price that is equal to or better than the one stipulated in the order. At the same time, the current price level is higher than the value fixed in the order.
- «Buy Stop» — a trading order to buy at the “Ask” price that is equal to or better than the one stipulated in the order. At the same time, the current price level is lower than the value fixed in the order.
- «Sell Limit» — a trading order to sell at the “Bid” price that is equal to or better than the one stipulated in the order. At the same time, the current price level is lower than the value fixed in the order.
- «Sell Stop» — a trading order to sell at the “Bid” price that is equal to or better than the one stipulated in the order. At the same time, the current price level is higher than the value fixed in the order.

7.23. The following orders can be used for closing a position:

- «Stop-loss» – this order is intended for minimizing losses in case the price of a financial instrument starts moving at a loss. If it reaches an unprofitable level, the position will be automatically closed. Such orders are always connected with an open position or a pending order. They can be placed only along with market or pending orders.
- «Take-profit» order is intended for getting profits when the price of a financial instrument reaches the level forecasted. If executed, this order will close a position completely. It's always connected with an open position or a pending order and can be placed only along with a market or pending order.

7.24.1. The “Ask” price is considered as a current market price for “Buy Limit” and “Buy Stop” pending orders and “Take profit”/ “Stop loss” “Sell” orders to close.

7.24.2. The “Bid” price is considered as a current market price for “Sell Limit” and “Sell Stop” pending orders and “Take profit”/ “Stop loss” “Buy” orders to close.

7.25. An order will be enqueued for processing in the following cases:

- «Buy Limit» and «Sell Stop» orders are enqueued for processing at the moment when a current price in the

quotes flow becomes equal to or lower than the level of the order

- «Sell Limit» and «Buy Stop» orders are enqueued for processing at the moment when a current price in the quotes flow becomes equal to or higher than the level of the order.

7.26. When a pending order is received, the Server automatically checks if the conditions necessary for conducting a transaction are satisfied. If there is enough money to open a position, the position will be opened.

7.27. The execution of an order is attended by the corresponding commentary in the Server's log file. At the same time, the position opened by pending order's execution reserves the ticket of the pending order. In case there isn't enough money to open a position, the order will be deleted. The removal is attended by the corresponding commentary in the Server's log file.

7.28. An order is considered executed after the corresponding commentary has appeared in the Server's log file.

7.29. In case of considerable price gaps, the execution of orders will be determined by the following rules:

- A pending order whose price and "Take Profit" and/or "Stop Loss" concurred with a price gap, is cancelled. This operation is recorded in the Server's log file
- A "Take Profit" order whose level concurred with a price gap will be executed at the price specified in the order
- A "Stop Loss" order whose level concurred with a price gap will be executed at the price that will be the first after the price gap. This operation is recorded in the Server's log file
- Pending orders "Buy Stop" and "Sell Stop" are executed at the price that will be the first after the price gap. This operation is recorded in the Server's log file
- Pending orders "Buy Limit" and "Sell Limit" are executed at the price specified in these orders. In the event of insignificant price gaps, orders may be executed at the originally specified prices.

7.30. If there's not enough free margin to open a position, a pending order will be automatically deleted after the reception. This operation is recorded in the Server's log file.

7.31. As to CFDs, the orders "Buy Stop", "Sell Stop", "Buy Limit", "Sell Limit" are valid within 1 calendar day on which they were set. They are cancelled upon the expiration of this calendar day.

7.32 The Company has the right to close Client's open positions compulsorily without notice if the account current Margin Level is less than 100% of the margin necessary for maintaining open positions (Margin Call).

7.33. The Company is unconditionally obliged to start closing unprofitable transactions on condition that account Margin Level becomes lower than the margin necessary for maintaining open positions (Stop Out).

7.34. Account current state is monitored by the Server that generates an order to close a position

compulsorily (Stop out) if the condition 7.33 is satisfied. Stop Out is performed at the market current price in the order that Clients' requests arrived. A compulsory closure of a position is attended by the corresponding commentary “stop out” in the Server’s log file.

7.35. The Client is obliged to personally monitor the state of his/her trading account and top it up at his/her discretion if necessary in order to avoid the closure of transactions following Margin Call and Stop Out.

7.36. The Client holding contracts for difference is paid/or charged a dividend adjustment according to his position. If a Client has opened buy position, the dividend adjustment is credited on his trading account, in case he has opened sell position - the amount is debited from his account. Client's position is estimated on the ex-dividend date. Based on this estimation The Company makes a decision to pay of charge Client. CFD on shares are traded in T+3 mode. In order to receive devidends adjustment Client must open buy position three days before the ex-dividend date and keep opened it till this date.

Formula for calculation of dividend adjustment:
Dividend adjustment = Shares * Dividend,
where Shares = Lots * 100 for STANDARD and ECN accounts.

8. RIGHTS AND OBLIGATIONS

8.1. The Client has the right to:

- conduct trading operations on the Trading account, opened by the Client in accordance with these Terms of Use
- receive all information related to the Trading account through the interface of the Client's Profile or using contact details indicated in the Client's Profile
- make deposits into his/her Trading account and withdraw funds according to these Terms of Use

8.2. The Client confirms that he or she is solely responsible for the state of his/her Trading accounts and Client’s Profile.

8.3. The Client acknowledges that he/she is obliged to provide copies of documents as requested by the Company which confirm data that he/she provided during registration, and he/she must ensure that all information provided by the Client to the Company is true, correct and complete; the Client must inform the Company of all changes immediately.

8.4. The Client:

- agrees to bear responsibility for all actions executed within his/her Client’s Profile, including transactions executed in the financial markets
- guarantees safety of his/her account data and passwords. In case of loss or transfer of these data to third parties full responsibility rests with the Client.

8.5. The Company has the right to cancel a transaction result if the transaction was executed by using funds obtained as a result of violation of the terms specified in these Terms of Use.

8.6. The Company reserves the right to change or modify these Terms of Use notifying the Client by email 7 calendar days before the amendments come into force.

8.7. The Company assures that the data provided by the Client in the registration form are strictly confidential.

9. INDEMNIFICATION AND LIMITATIONS OF LIABILITY

9.1. Company shall not be liable to the Client for any partial or non-performance of its obligations hereunder by reason of any cause beyond reasonable control of the Company, including without limitation any breakdown, delay, malfunction or failure of transmission, communication or computer facilities, industrial action, act of terrorism, act of God, acts and regulations of any governmental or supra national bodies or authorities or the failure by the relevant intermediate broker or agent, agent or principal of the Company's custodian, sub-custodian, dealer, Market, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

9.2. The Client is obliged to compensate the Company for any damages, taxes, expenses, costs or liabilities of whatever nature (including current, future, conditional or other, including reasonable legal costs), suffered by the Company as a result of, or in connection with any of the following:

- when these Terms have been breached by theClient
- when the Company enters into any transaction or
- when the Company takes measures, which it has the right to take, if a Fact of default on obligations occurs
- to the extent that the specified losses, taxes, expenses, costs and liabilities have been suffered, but not as a result of serious neglect of duty or intended default on obligations by the Company.

9.3. The specified right for indemnification is also effective after cooperation with the Client has been terminated.

9.4. The Company bears no responsibility for:

- any losses (including indirect and other collateral losses), expenses, costs or liabilities (together referred to as "Losses"), suffered by the Client as a result of, or in connection with, the provision of Services, to the extent that the specified losses suffered were not a result of serious neglect of duty or intended default of obligations by the Company
- any losses caused by actions of the Company, with-in the limits of realization of its rights, stipulated in these Terms, or
- any indirect and other collateral losses suffered by the Client, regardless of whether they were related to Company negligence.

9.5. The Client separately acknowledges, confirms, and accepts that market recommendations and

information provided by the Company are not offers to purchase or sell (or the attempt to receive offers to purchase or sell) Contracts; and that such recommendations and information, despite their coming from sources the Company considers reliable, are exclusively based on a broker’s opinion; and that such information can be incomplete or unverified, or cannot be verified theoretically. The Company gives no guarantees and bears no responsibility for the accuracy or completeness of such information or trading recommendations given to the Client.

10. CLAIMS AND DISPUTES

10.1. All disputes should be settled through negotiations and by way of holding correspondence in accordance with procedures for claims.

10.2. The Company accepts claims arising under these Terms of Use only in writing and not later than three calendar days from the date (day) of a dispute.

10.3. The Client must write an email and send it at complain@investizo.com without disclosing this information before the examination ends. Claims submitted otherwise will not be considered.

10.4. Period of time for examining a claim from the Client is not more than 14 working days.

10.5. If a claim is justified, the dispute is settled only by means of compensatory payment transferred to the Client's trading account.

10.6. In case of a positive decision on a dispute the Company makes compensation payment to the trading account of the Client within one working day from the moment of a positive decision on a dispute.

10.7. The Client's claim shall contain the following information:

- Full name
- Client’s email or trading account number
- Dispute date and time
- Ticket of a disputable trade (if necessary)
- Substance of the claim without excessive emotions.

10.8. The Company is entitled to refuse examination of a claim if:

- A claim doesn’t meet the items 10.2, 10.3, 10.7
- A claim contains obscene words and/or insults concerning the Company or its employees
- A claim contains threats against the Company or its employees
- The Client uses the threat to blacken the Company’s reputation in social networks and other internet resources as an argument.

10.9. In case of disputes about the state of the Client’s account, all parties examine the protocols of the Client’s operations by use of the Company’s Server’s log files.

11. Governing Law and Choice of Jurisdiction

11.1. The Client relationships and these Terms are subject to and shall be construed in accordance with St. Vincent and the Grenadine Law as the sole and exclusive governing law.

11.2. The Client and the Company have agreed that the District court of Kingstown, St. Vincent and the Grenadine, has exclusive jurisdictions and is an exclusive place for adjudication on cooperation with the Client, these Terms, and all issues that may arise between the Client and the Company. At the same time, the Company reserves the right to initiate trials in any court which the Client resides or is a citizen, and the countries, where the Client's assets are held.

11.3. This Article is also effective once cooperation with the Client has ceased.