

The logo consists of a solid red square. Inside the square, the word "BankPro" is written in a white, serif font, centered horizontally and vertically.

BankPro

BankPro Limited

# Terms and Conditions

December 2024

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Please read the Terms and Conditions (these **Terms**) carefully alongside BankPro's policies available on BankPro's [website](#). It is important to keep these Terms on hand in case the Client needs to refer.

## 1. Purpose and Scope

- 1.1 These General Terms and Conditions shall apply to all business relationships between BankPro Limited (hereinafter: "BankPro" or the "Bank") and its contracting partners (hereinafter: the "Client" or the "Clients"), including business relationships established before the entry into force of this version of these General Terms and Conditions. To the extent necessary, the Client undertakes to communicate these General Terms and Conditions to the beneficial owner(s) and/or beneficiary(ices) of the business relationship and/or the controlling person(s) (hereinafter: the "Beneficial Owner").
- 1.2 The purpose of these General Terms and Conditions ("Terms") is to govern the relationship between FxPro® Group (hereinafter referred to as "FxPro", which term shall include its subsidiaries, affiliates, successors and assigns and includes each of their officers, directors, employees, nominees, representatives and agents, where appropriate) and each individual who has been approved by BankPro for an Account (hereinafter referred to as the "Client").
- 1.3 The Client agrees that he has read, understood, and accepts the Terms.
- 1.4 These Terms are legally binding upon the Client.
- 1.5 The BankPro offering is comprised of the BankPro account(s). Affiliates of Bank Pro may offer securities trading and investing which will be subject to separate terms and conditions, however, such services can be managed through the BankPro mobile app. Affiliate entities with the FxPro® Group may offer other services, which will be subject to separate terms and conditions.
- 1.6 The Terms shall be without prejudice to any other agreements between BankPro and the Client, as well as, for purposes of executing any and all transactions, to the regulations and practices of the relevant stock exchanges, markets and clearinghouses, and to the laws and regulations which apply in the countries where the transactions are carried out.

## 2. Definitions and Interpretation

Term	Meaning
<b>App and Web Platform</b>	Means the BankPro mobile app, which can be downloaded to any mobile device that supports and the BankPro web platform, accessible through supported browsers. Both allows the Client to make payments, transfer money between his account(s), view his balances, recent transactions, and more.
<b>Account</b>	Means the Client's primary account and/or additional account(s) opened with BankPro offered by FxPro® Group under these Terms.
<b>Banking Partners</b>	Other financial institutions or entities that work with BankPro to offer or facilitate services and support to clients.
<b>Base Currency</b>	Means the currency the Client's primary Account is in, which reflects the currency of his country of residence at the time he opened his primary Account with BankPro.
<b>Business Day</b>	Means any day Monday to Friday excluding any bank holiday in The Bahamas.
<b>Foreign Currency</b>	Means any currency that is not the Client's Base Currency.
<b>Payment Devices</b>	Any electronic tool used to initiate or complete financial transactions, including but not limited to smartphones, tablets, or smartwatches,
<b>Security Details</b>	Means passwords, security codes and biometric information (such as face, fingertip etc.).
<b>Client</b>	Means each individual who has been approved by BankPro for an Account.
<b>BankPro</b>	Means BankPro Limited, member of FxPro® Group, unless stated otherwise.
<b>Website</b>	Means the BankPro Limited website at <a href="http://www.bankpro.com">www.bankpro.com</a> .

2.1 Regarding the meaning of certain words and phrases, the following applies when interpreting these Terms:

- (a) Unless indicated to the contrary words and expressions that begin with a capital letter in these Terms will have a specific meaning.
- (b) Capitalized terms can be used in the singular or plural (as appropriate).
- (c) Any reference to a document (including any information provided) shall include a reference to that document as amended from time to time.
- (d) Where there is a reference to 'including' or 'includes' this should be interpreted as including without any limitation.
- (e) Any 'sub-sections', 'clauses', and 'titles' have been inserted for convenience purposes only and shall not affect the construction of these Terms.
- (f) The bolding of certain paragraphs, words, or phrases in these Terms is for ease of reference only. The Client should ensure that the Client has read and understands these Terms in full.

### 3. Notices, Instructions and other Communications

3.1 BankPro may communicate with the Client in the manner agreed with the Client either by telephone, mail (at Client's last known address in BankPro's records) or by electronic mail (e-mail), instant messaging or video communications over a digital network, including without limitation, SMS or text messages, Whatsapp, Telegram, Signal, Zoom or Microsoft Teams ("Electronic Communications").

The Client may communicate with BankPro at:

<b>Website</b>	<a href="http://www.bankpro.com">www.bankpro.com</a>
<b>E-mail</b>	<a href="mailto:support@bankpro.com">support@bankpro.com</a>
<b>Phone</b>	+1 242 603 2226

3.2 BankPro may not be held liable for any delay in reading, or failure to read Electronic Communications, in particular, due to technical protection measures implemented by BankPro and/or verification measures decided upon by BankPro. It will be the Client's obligation, particularly if the instruction is urgent, for example, by calling BankPro, to confirm that his/their message has been safely received and to check when the requested transaction may be carried

out. The Bank does not guarantee that an instruction received by Electronic Communications will be processed immediately, in particular because the recipient of said e-mail may be absent.

- 3.3 To the extent permitted by applicable law, the Client agrees and consents to BankPro's monitoring, recording and maintaining records of all telephone conversations and Electronic Communications between its employees and the Client, his agents, the Beneficial Owner or other authorized persons (and Client confirms that Client is authorized to provide consent on behalf of its employees, agents, the Beneficial Owners, and authorized persons), the Client's attorneys or any other third parties as BankPro in its absolute discretion determines, utilizing recording devices and/or in writing to comply with legal and regulatory obligations and internal policies and to ensure that oral instructions or other messages received from, or involving the Client or third parties are authentic, accurate and understandable. The Client agrees that any such records or recordings of BankPro shall constitute conclusive evidence against the Client of the fact and content of the communication which shall be admissible as evidence in the event of a dispute.
- 3.4 If the Client agrees with BankPro to communicate by electronic mail or Electronic Communications, without prejudice to the foregoing, the Client acknowledges that this involves considerable risk and that messages sent by the Internet cannot be secured, that neither the Client's nor BankPro's identity as an Internet user, nor the content of any messages, can be kept secret, and also that data flows between the Client and BankPro, whether encrypted or not, may enable third parties to infer the existence of a banking relationship. Consequently, notwithstanding any other provision contained herein, if the Client wishes to use the Internet to communicate with BankPro, such Client shall alone assume all the risks and bear all consequences which that may entail. In no event shall BankPro be liable for any technical problems or risks associated with a power failure, network overload, or technical malfunction ("a malfunction"), or any delay in BankPro receiving a Client's communication as a result of a malfunction. All instructions from the Client to BankPro shall be given either in writing, orally, by telephone, Electronic Communications or by such other medium, including through BankPro's Electronic Channels, agreed between the Client and BankPro in writing. If the Client wishes BankPro to act on Electronic Communications, telephone or electronic mail instructions, the Client shall complete "Instructions Given by Telephone, Instant Messaging, Video Communications or Electronic Mail" form. If the Client wishes to communicate with BankPro through use of BankPro's Electronic Channels Services, the Client shall complete "the Electronic Channels Services Agreement". Where Client gives instructions by Electronic Communications, BankPro shall be entitled to verify the Client's identity by such means determined by BankPro. BankPro reserves the right but is under no obligation

to request additional information to satisfy itself of the identity of the party giving an instruction or to request written confirmation of any instruction. BankPro shall not assume any liability for refusing to carry out orders given by any person whose identity has not been satisfactorily verified.

Any financial consequences and/or damage, including fines, penalties, or levies, of whatever nature, resulting from falsifications or errors in authentication, shall be borne by the Client, except in the case of gross negligence or willful misconduct by BankPro.

- 3.5 BankPro will consider as genuine any request coming from the App, which the Client can only use after entering any of the Client's Security Details.
- 3.6 The Client accepts liability for all risks and consequences arising from the use of means of communication in its relations with BankPro, in particular the risks that (1) instructions may not be sent to the Bank, (2) instructions are sent too late, (3) third parties become aware of the business relationship with the Bank or (4) third parties adopt the identity of the Client or one of his agents with respect to the Bank.
- The Client shall take all necessary measures to prevent unauthorised third parties from gaining access to the documents, instruments, computers, and e-mail accounts used to communicate with the Bank.
- 3.7 The Client also acknowledges that, as e-mails use an unsecured internet network, the identity of the Client and BankPro, as internet users, and the contents of their exchanges cannot be kept confidential; the flow of data, whether encrypted or not, between the Client and BankPro may allow third parties to infer the existence of a business relationship with the Bank.
- 3.8 Except in the case of gross negligence, BankPro shall not be held responsible for any loss or damage incurred by the Client as a result of the risks specified in this article.

## 4. Eligibility and validations

### Eligibility criteria

- 4.1 The Client represents, warrants and covenants that:
- a) The Client is over 18 (eighteen) years of age and has full capacity;
  - b) The Client has all the required authority, authorization, consent, regulatory approval, certificate and license(if required) to accept and be



bound by the Terms and receive access to the Accounts

c) The Client shall not do anything or permit anything to be done that is likely to harm the reputation of BankPro;

i. Shall not use the Accounts in connection to any illegal or fraudulent business activity;

ii. The Client has not been coerced or persuaded in any other manner to accept and be bound by the Terms; and

iii. The Client has entered into no other statement (oral or other) or promise of inducement or understanding that may be contrary to the Terms.

4.2 The Client declares that he is fully aware of any implications, including but not limited to any restrictions set by his local jurisdiction in relation to the use of the Accounts.

4.3 The Client declares that access to the Accounts is proportional and/ or reasonable to his specific financial situation and that independent financial advice has been sought, if this had been necessary.

4.4 The Client confirms that the information (including documentation) provided to BankPro during the account opening process is correct.

4.5 BankPro reserves the right not to accept the Client's application and may reject the Client's application to the extent permitted by law and without providing any reason.

4.6 The Client assures and guarantees the authenticity and validity of any document(s) sent to BankPro at any given time.

4.7 The Client undertakes to voluntarily inform BankPro within thirty days of any change in his/her/its situation, in particular a change of tax domicile or nationality. The Client shall be held liable by BankPro for any damages which may result from receiving incorrect information about the Client's personal or tax status.

#### **Validations**

4.8 The Bank may refuse to act on any instruction if the Bank has good reason to believe that the Client or a duly authorized representative of the Client did not give the instruction, the person giving the instruction has not been properly

identified, the Account is blocked in accordance with these Terms, there is suspicion of fraud or other unlawful activity, the instruction is not clear or the Bank believes that processing such instruction would be unlawful or cause the Bank to breach any law, regulation or guideline or other duty applicable to the Bank or the Bank's internal policies. The Bank shall not be liable for refusing to act on any instruction in such circumstances.

## 5. Data Requirements and Confidentiality

### General

- 5.1. Before and during the business relationship, BankPro will collect, use, process, disclose, transfer, and store the Client's personal data in a number of different ways:
  - a) where the Client provides it to BankPro directly;
  - b) where BankPro monitors the use of, or interactions with, the FxPro® Group websites, any marketing BankPro may send to the Client, or other email communications sent from or received by BankPro;
  - c) third-party sources, for example, where BankPro collects information about the Client to assist with 'know your client' checks as part of BankPro's client acceptance and other procedures; or
  - d) publicly available sources.
- 5.2. BankPro will do so as detailed in the [Privacy Policy](#). The most updated version of which can always be found on BankPro's [Website](#);
- 5.3. The Client refusing to authorize BankPro to collect, use, process, disclose, transfer, and store the Client's personal data, will result in a cessation of access to the Accounts.
- 5.4. Within its relationship with BankPro, the Client shall release BankPro from its obligation to maintain banking secrecy:
  - a) to enable the Bank to fulfil its legal and/or regulatory obligations in The Bahamas or abroad, its obligations arising from business relationships concluded with the Client or its obligations arising from transactions conducted on the Client's account; or

- b) to safeguard the legitimate interests of BankPro if BankPro is the subject of judicial or administrative measures or proceedings filed in The Bahamas or abroad as a consequence of business relationships concluded with the Client or of transactions conducted on the Client's account.
- 5.5. In such cases, BankPro shall be entitled to communicate all information and documents necessary to ensure compliance with its obligations or to safeguard its interests, including information and documents pertaining to the Beneficial owner.
- 5.6. The Client shall waive the right to data protection in respect of the information thus transmitted.
- 5.7. In all cases, the Client confirms that it has obtained the approval of the Beneficial Owner in this respect.
- 5.8. The waiver of banking secrecy and of the right to data protection apply particularly in the situations mentioned below:
- a) The Bank shall ensure that all confidential information relating to the Client, its representatives and beneficial owners, and the Services it provides to the Client, the Client's representatives and Beneficial Owners, is kept confidential, save that the Client authorises the Bank to disclose confidential information:
    - i. to the Bank's employees, or employees of the Bank's agents, nominees or custodians or other persons appointed by the Bank in connection with the Services as necessary, provided that they are also subject to an obligation to keep such information confidential.
    - ii. FxPro®
    - iii. to any custodian appointed by the Client.
    - iv. to any regulator, to the extent that they are entitled to the information sought; and
    - v. otherwise as may be required by regulatory rules in The Bahamas or any other relevant and appropriate jurisdiction.
  - b) The Client's attention is drawn to the fact that the Bank may need to transfer information on the Client, its representatives and beneficial owners and information on the respective Client accounts at the Bank to national or foreign authorities (including tax authorities) pursuant to national or foreign laws or regulations or international treaties. The Client's attention is in particular drawn to the fact that based on Bahamian legislation or foreign legislation with extraterritorial effect (in particular, under the U.S. Foreign Account Tax

Compliance Act “FATCA” as implemented in The Bahamas under The Bahamas and the United States of America Foreign Account Tax Compliance Agreement Act, 2015 and IGA between the Government of the Commonwealth of The Bahamas and the Government of the United States of America to Implement FATCA dated 8th June, 2015 and the OECD Standard for Automatic Exchange of Financial Account Information and its Common Reporting Standard (the “CRS”) as implemented in The Bahamas under the Automatic Exchange of Financial Account Information Act, 2016 (as amended) and Automatic Exchange of Financial Account Information (Amendment) Regulations 2017 (as amended), the Bank may have to automatically disclose at regular intervals information on the Client, its representatives and beneficial owners and the controlling person within the meaning of FATCA or the CRS, of an account held on its books, including their name, address, tax identification number, date and place of birth, account number, account balance, income generated by its assets and sales proceeds, to competent domestic or foreign authorities (including the Bahamian Competent Authority), which will then forward such information to the relevant tax administration (including the U.S. Internal Revenue Service) for Clients and Beneficial Owners with United States indicia.

- c) The Client acknowledges that pursuant to regulatory rules, the Bank may be required in connection with transactions in financial instruments or other assets, to transfer information on the Client, its representatives or beneficial owners to third parties, including supervisory authorities, tax authorities, local custodian banks or other third parties. Such confidential data may include in particular the name, occupation, address, date and place of birth, nationality and financial information of the Client, its representatives and beneficial owners. The Client agrees to the Bank transferring such information on behalf of itself, its representatives or beneficial owners, or any other individuals involved in the payments.
- d) The Bank will retain information about the Client after the termination of its relationship with the Client and after any application by the Client is declined or abandoned, for as long as required for legal, regulatory, fraud prevention, financial crime and legitimate business purposes.

### **Data processing**

- 5.9. BankPro is authorised to retain and process the Client's account information in particular to meet its obligations in terms of due diligence, ongoing monitoring, perform all transactions, manage or administer its account, for credit assessment and statistical analysis or information reporting obligations.
- 5.10. The Client expressly acknowledges that the data processed by BankPro may also be used by FxPro® all other companies or entities affiliated with BankPro, in The Bahamas or abroad, insofar as these companies are involved in the

execution of the Client's orders or the safekeeping, analysis or management of his assets, without BankPro having to inform or seek the consent of the Client.

5.11. The Bank will obtain and use the personal information of the Client, its representatives and beneficial owners, in accordance with the Data Protection (Privacy of Personal Information) Act and other relevant laws. The personal information of the Client, its representatives and beneficial owners will include information about the Client that:

- a) the Bank obtains from the Client or third parties, such as joint account holders, fraud prevention or credit reference agencies or other organisations; and
- b) the Bank learns from the way in which the relationship between the Bank and the Client is managed and administered and from the Client's transactions.
- c) Personal information that the Bank acquires from the Client, its representatives, and beneficial owners may be stored (by electronic and other means) by the Bank and used by the Bank for the following purposes:
  - i. to provide Services requested by the Client;
  - ii. to respond to requests for information from the Client;
  - iii. to follow up with the Client after requests for information to see if the Bank can provide any further assistance;
  - iv. for credit rating or statistical analysis purposes and for market and product analysis;
  - v. to develop and improve the products and services the Bank provides or may provide to the Client and/or the Client's organization;
  - vi. for the Bank's own administrative purposes, including but not limited to maintaining the Bank's records or managing or administering accounts;
  - vii. for customer due diligence and compliance purposes, including verifying the Client's identity;
  - viii. for crime prevention and detection;
  - ix. to prevent or detect abuses of the Bank's services or any of the Bank's rights and to enforce or apply the Bank's Terms and/or other agreements or to protect the Bank's (or others') property or rights;
  - x. where the Client has consented to the Bank doing so, to contact the Client (for example, by telephone, fax, e-mail or other means) for marketing purposes;

- xi. where the Client has consented to the Bank doing so, to permit other members of the BankPro Group to contact the Client (for example, by telephone, fax, e-mail or other means) for marketing purposes;
  - xii. to comply with any of the Bank's contractual, legal or regulatory duties; or
  - xiii. for regulatory reasons, the Bank may from time to time carry out or instruct others to carry out certain anti-money laundering checks imposed on the Bank by law required for the prevention and detection of crime, money laundering and, in particular, international terrorist financing. The Bank may use staff employed by group companies, whether in The Bahamas or overseas or, if appropriate, the Bank will engage specialist contractors to carry out such work whether here or abroad. In any event, any staff involved in such checks will be specially trained and will not share information about the Client with any third party unless permitted by law to do so. Such staff will at all times only act in accordance with the Bank's instructions and any such checks will be carried out in a secure environment. The Client hereby agrees to the sharing of its customer and banking transaction details in this way for these purposes.
- 5.12. The Bank will use this personal information to help the Bank manage the on-boarding and Know Your Customer process and decide whether a particular product is suitable for the Client, and whether the Client meets any eligibility criteria. The Bank may disclose personal information to other companies in the FxPro® for the purposes of assessing the Client's suitability and eligibility for a particular product.
- 5.13. The Client has a right to request details of the personal information that the Bank holds about it, the purposes for which such personal information is being or will be processed and the recipients or classes of recipients to whom such personal information is being or will be disclosed.
- 5.14. The Client may make a written request for the Bank and/or other members of the FxPro® to discontinue using its data for the purpose of direct marketing.
- 5.15. In order to make or receive payments, the details of the payment (including information related to those involved in the payment) may be received from or sent to another jurisdiction, where it could be accessible by regulators and authorities in connection with their legitimate duties (such as the prevention of crime). In instructing the Bank to make payments, the Client agrees to this on its own behalf and on behalf of others involved in the Client's payments.

- 5.16. The Bank may use automated decision-making systems when assessing the Client's applications, managing the Client's borrowing and to detect fraud or money laundering.
- 5.17. Subject to Section 5.3(d) herein, the Client has the right to request that the Bank rectifies or where appropriate erases any data that is inaccurate or outdated.
- 5.18. The Client confirms that where it provides personal and financial information about its representative, beneficial owners and other individuals, such as dependents, other family members, and other account holders where applicable, the Client has their consent or is otherwise entitled to provide this information to the Bank and for the Bank to use and disclose it in accordance with this section.
- 5.19. The Client agrees that it is liable to compensate the Bank for any and all liabilities arising from it providing personal and financial information about the Client's representatives, beneficial owners and other individuals, including but not limited to claims by representatives, beneficial owners and other individuals that they have not consented to transfers of data.

#### **Changing or updating personal details**

- 5.20. From time to time, to comply with BankPro's regulatory obligations, BankPro may request that the Client send information or documentation. If the Client is unable or unwilling to do so, BankPro may need to stop a transaction, refuse the Client access to the App, or close the Client Accounts or trading and investing in securities.

#### **Tax information and reporting**

- 5.21. BankPro will collect certain tax information from the Client. BankPro may share this with the Bahamian tax authorities and tax authorities in other countries, where needed. The Client needs to contact BankPro, as soon as possible, if any of the Client's tax circumstances change (for example, if the Client changed country of residence). Some countries' tax laws may apply to the Client even if the Client is not a citizen or does not live there. If BankPro asks the Client for any information which is required for BankPro to comply with tax reporting obligations, the Client must provide this to BankPro within 14 days, otherwise BankPro may need to close the Client's Accounts.
- 5.22. BankPro cannot advise the Client on tax and, if in any doubt, the Client should speak to an independent tax advisor. Tax laws and their interpretation are subject to change. The Client will always be responsible for the payment of all taxes due and for providing any relevant tax authority with any information relating to the Client's dealings with BankPro.

## 6. How the app works

- 6.1 The Client will be able to manage his Accounts through the App.
- 6.2 The Client can check the balance of his Accounts and access a record of all transactions into/out of his Accounts, and more by accessing the App. BankPro recommends that the Client does this regularly to help him spot any transactions that he does not recognize, which might be unauthorized or fraudulent.
- 6.3 The Client is responsible for ensuring that the system through which he is accessing the App (including the equipment and software) conforms to the minimum technical requirements described on BankPro's [Website](#).
- 6.4 To ensure that the Client has complete and proper access to his Accounts and receives required updates, he agrees to maintain the latest version of the software (as applicable) on his mobile device. If the Client makes unauthorized modifications to his mobile device, such as by disabling hardware or software controls (for example, through a process sometimes known as 'jailbreaking'), his mobile device may no longer be eligible to access or manage his Accounts. The Client acknowledges that the use of a modified mobile device in connection with his Accounts is expressly prohibited, constitutes a violation of these Terms, and could result in BankPro's denying or limiting the Client's access to or closing his Accounts as well as any other remedies available to BankPro under these Terms.
- 6.5 The balances reported on the App are approximate real-time balances rather than settled balances. This means that:
  - a) the balance may be considering any amount related to a pending outgoing payment or card transaction, and
  - b) the balance may not be considering any amount related to a pending incoming payment or card refund.

Once BankPro receives information on any pending transactions, the balances will be updated accordingly.

## 7. How the accounts work

### General

- 7.1 The Client's Accounts are accessible through the App and can be used to pay for goods and services. When the Client or someone else pays money into the



Client's Accounts, BankPro will credit this money in the Client's Base Currency or in another currency that the Client has an account in.

- 7.2 For every Account, BankPro will provide BankPro's Banking Partners Bank information and a Reference input, to which the Client can send funds and BankPro will credit those funds in the Client's account upon reception. In case the Client does not input the required reference information, BankPro will return the funds to the originating account after subtracting the necessary administration fees.
- 7.3 Subscriptions BankPro Applies will be deducted from the Client's primary Account unless BankPro advises otherwise. As far as fees for payments are concerned, these will be deducted from the Account that the transaction is initiated from.
- 7.4 If the Client has more than one Account in his name, he can make payments between them. The Client's money will move immediately. Please refer to the "Multi-currency accounts" sub-section for more information.
- 7.5 For every Account, BankPro issues 'cross border' account details:"  
'Cross border details' relate to information tied to SWIFT collection accounts that can only receive money through the SWIFT network regardless of the currency or the originating country of the transaction.
- 7.6 The Client can transfer funds between his primary Account and additional Accounts, subject to any currency exchange fees.
- 7.7 BankPro may pay the Client interest on his Account(s). Information about interest on Accounts can be found at BankPro's [Website](#).

### **Savings accounts**

- 7.8 The Company offers Saving accounts that allow Clients to earn interest on their deposits. The relevant terms, including periods and interest rates, will be detailed in the App and on the website and should be reviewed by Clients prior to using the product.
- 7.9 Savings accounts may be classified as fixed or flexible terms, with specific conditions communicated at account opening. Accounts without a defined term will remain active until closed by either party.
- 7.10 For fixed-term Savings accounts, withdrawing funds before the maturity date will result in the forfeiture of any accrued interest. The Client should consider these conditions when managing their savings

### **Multi-currency accounts**

- 7.11 The Client can open several Accounts in different currencies, as indicated on BankPro's [Website](#).
- 7.12 If the Client makes a payment in a currency that BankPro supports, BankPro will credit the Client's Account in the corresponding currency Account - if it exists. If it does not, then an additional Account will be created in that specific currency and the amount will be credited accordingly. The Client is obligated to contact BankPro is uncertain. If the Client makes a payment in a currency that BankPro does not support, then the amount will be credited to the Client's Base Currency subject to the available daily currency exchange rate. BankPro will notify the Client through the App of the creation of an additional Account.

### **Payments into the Client's accounts**

- 7.13 The Client can pay into his Accounts any amount by bank transfer or card. Any payments made are subject to charges and/or currency exchange fees as described on BankPro's [Website](#). Third parties can also pay money into the Client's Accounts, for example through a bank transfer.
- 7.14 Upon the receipt and clearance of the incoming payment BankPro will credit the Client's Account equivalent to the value of the incoming payment.
- 7.15 Payments can be made in different currencies as listed on BankPro's [Website](#).
- 7.16 BankPro does not accept cash or cheques.
- 7.17 The Client may use his Accounts to make transactions. The Client may not use or permit any of his Accounts to be used for any illegal purpose, including in connection with unlawful or illegal goods or services.

### **Payments into the Client's accounts by mistake or fraud**

- 7.18 If BankPro pays into the Client's Accounts an amount by mistake or because of a system error, BankPro will automatically apply the correction when it becomes aware of the mistake/error. If the Client has insufficient funds in his Accounts, the Client will have to repay BankPro the relevant amount.
- 7.19 BankPro can return - to its legitimate owner - money paid into any of the Client's Accounts by mistake (for example, because the payer gave the wrong recipient details), if the payment happened from within the UK or the EEA through SEPA. But BankPro will check with the Client first before taking any action. If the Client believes money was sent to him correctly, BankPro may need to share some information such as his name and address with the paying institution. This is

because BankPro is required to cooperate with other institutions and share all relevant information in order to assist with tracing money which is sent to the wrong person. In all other cases, BankPro will deal with payments made into the Client's Accounts by mistake depending on how they were made and where they came from. In some of those cases, BankPro will contact the Client to ask his permission before taking them out of his Accounts.

- 7.20 If a payment in any of the Client's Accounts is the result of fraud or criminal activity, BankPro can remove it without the Client's permission or giving the Client advance notice and take any other action BankPro may deem necessary.

### **Payments out of the Client's accounts**

- 7.21 The Client can take money out of his Accounts, via the App, if the Client has sufficient funds to cover the full amount, including any charges - if applicable. If the Client does not, BankPro will refuse the payment. If, for some reason, the Client's payment is permitted despite insufficient funds he is responsible for repaying BankPro. Otherwise, the Client's Accounts will be in arrears and the provisions of the "Using money in one account to pay off another (known as set off)" section will apply.
- 7.22 The type of payment the Client can make and the details BankPro needs to process each type of payment can be found on BankPro's [Website](#).
- 7.23 BankPro will treat a payment out of the Client's Accounts as being authorized by him when he uses his App to instruct a transfer to a recipient.
- 7.24 It is important when setting up a new recipient in the App, to check that all details provided are accurate and complete (usually the IBAN or account number and SWIFT code of the beneficiary bank, the name of the account holder, etc.). If they are not, BankPro may be unable to process a payment to that recipient or the payment may be delayed or fail to reach that recipient or may be paid to an unintended recipient and the Client may suffer loss. BankPro will not be responsible for any loss the Client may suffer because of not including all the necessary information for a recipient, or if the information the Client provided is incorrect.
- 7.25 The Client is responsible for ensuring that the Client has enough balance in his Accounts to cover all outgoing payments plus fees and charges.
- 7.26 If the Client made a payment out of any of his Accounts by mistake (for example, the Client used the wrong recipient details), please contact BankPro as quickly as possible. BankPro will try to help the Client recover the funds, but BankPro will not be responsible for any loss the Client may suffer.

- 7.27 The Client must contact BankPro within 2 business days if the Client does not recognize a payment out of his Accounts. For more information, please refer to the “When payments go wrong” section of these Terms.

**How quickly payments will be in processed.**

- 7.28 The processing times of **payments in** (= how long payments take to appear in the Client's Accounts after BankPro receives them) are within two business days.
- 7.29 The processing times of **payments out** (= how long payments take to reach their destinations after BankPro receives them), vary depending on the payment type the Client chooses. Details of these times are available on BankPro's Website.
- 7.30 For **payments out**, where a currency conversion is required, this may increase the time that it takes for the money to reach the recipient's account.
- 7.31 The Client must contact BankPro if the Client was expecting a payment in, and the Client has not received it or if tried to make a payment out and it has not reached its designation.

**Changing or canceling payments**

- 7.32 If the Client has requested BankPro send a payment, usually this cannot be changed or canceled.

**When money goes missing from the Client's accounts**

**Unauthorized payments (payments made without the Client's permission)**

- 7.33 Contact BankPro immediately if the Client does not recognize a transaction in his Accounts. For example, if the Client believes somebody has taken money from one of his Accounts without his permission. The Client may be obliged to bear the losses related to any unauthorized payment transaction, up to 35 GBP (or equivalent amount in a different currency), resulting from the use of a stolen Payment Device or for the misappropriation of one. For example, BankPro will not refund the Client if BankPro reasonably suspects the Client has acted fraudulently, or the Client has lost money because the Client has failed to keep his Payment Device and/or Security Details safe and confidential, either deliberately or due to gross negligence on his part. Similarly, BankPro may not refund the Client if he informs BankPro of an unauthorized payment more than 6 months after it takes place.
- 7.34 If BankPro refunds the Client but it subsequently appears that the Client was

not entitled to the refund (e.g., if BankPro can prove that the Client acted fraudulently or was grossly negligent), BankPro will deduct from the Client's Accounts the respective amount and applicable fees.

**Incorrect payments (payments sent to the incorrect person because of an error from BankPro's side)**

- 7.35 BankPro may refund the Client the amount to restore his Account to the state it would have been in had the incorrect payment not occurred once BankPro has become aware of the incorrect payment, whether as a result of the Client notifying BankPro, or from BankPro's own internal systems, checks, and records.
- 7.36 If BankPro refunds the Client but it subsequently appears that the Client was not entitled to the refund (e.g., if BankPro can prove that the payment was received by the person's bank), BankPro will deduct from the Client's Accounts the respective amount and applicable fees.

**Mistaken payments out of the Client's accounts (payments sent to the incorrect person because the Client provided the wrong details)**

- 7.37 If the Client made a payment out of any of his Accounts by mistake (for example, the Client used the wrong recipient details), the Client should inform BankPro as quickly as possible. BankPro will try to help the Client recover the money, but BankPro will not be responsible for any loss the Client may suffer.

**Fraudulent payments (payments the Client sent to a fraudster because the Client was deceived)**

- 7.38 If the Client has transferred funds to a fraudster, the Client must inform BankPro as soon as possible. BankPro will make reasonable efforts to assist the Client in recovering the funds.

**Using money in one account to pay off another (known as set off)**

- 7.39 The Client grants BankPro a right of lien on all assets, securities, and claims which i) BankPro or its correspondent banks currently hold or which they could hold in the future for the Client, or ii) are or will be booked or retained directly or indirectly by BankPro, or iii) for which BankPro is or will be the debtor.
- 7.40 This right of lien applies to all assets, present or future, of the Client whatever the currency of denomination, including cash, claims, balances on accounts, intermediated securities, securities, and all future rights, claims, debt and equity instruments, including all rights connected therewith, precious metals, all rights including those not incorporated in negotiable instruments, rights in relation to securities lending, assets in any currency as well as all rights of return resulting

therefrom. The right of lien also covers assets in a safe deposit box or deposited in an open or closed custody account.

- 7.41 This right of lien shall be granted as a guarantee for any claims of capital, interest, and fees, current or conditional, present or future, and regardless of due date, maturity date, or legal basis, which BankPro holds or may hold in the future against the Client arising from their business relationship or from the infringement of the Client's obligations, in particular claims resulting from loans, other contractual relationships or claims based on a right of recourse, claims based on unjust enrichment or damages, or resulting from the violation of the Client's legal or contractual obligations, including those contained in the general terms and conditions.
- 7.42 BankPro reserves the right, without being obliged to do so, to manage the pledged claims, securities, and other rights, and in particular to request payment as if it were the holder. The Client hereby assigns to BankPro any rights, claims or securities that are not in bearer form or endorsed in blank or incorporated in negotiable instruments.
- 7.43 If BankPro deems that the value of the assets pledged is not sufficient to cover its claim, it is entitled to set a deadline to the Client for making up the cover, failing which BankPro shall be entitled to sell all or part of the Client's assets, even if the guaranteed claims are not due or outstanding, and to demand immediate payment of all or part of its claims, regardless of their maturity date.
- 7.44 If the Client fails to repay his debt when BankPro claims become due, BankPro is also entitled to set a deadline for the Client to repay his debt, failing which BankPro shall be entitled to sell all or part of the Client's assets.
- 7.45 In both cases, BankPro shall be entitled to sell all or part of the Client's assets without having to resort to the enforcement procedure prescribed by law, in whichever manner, sequence, and time is suitable for BankPro, whether on an exchange and/or OTC until the amount of the claim has been fully reimbursed, including interest, commissions, fees and all ancillary costs. In all cases, BankPro shall decide at its own discretion against which claim to apply amounts received from the sale of the assets. Additionally, BankPro is entitled to purchase the pledged assets at their market value provided this can be ascertained.
- 7.46 BankPro is also entitled to set off the amounts credited and debited to the Client's various accounts against each other, regardless of whether they are denominated in the same currency or different currencies and without taking into account their respective maturity dates. The right of set-off covers claims that BankPro holds or may hold in future against the Client arising from business relationships between BankPro and the Client or from the

infringement by the Client of its legal and contractual obligations as specified in par. 3 here above. The Client may only exercise a right of set-off against BankPro insofar as his claim against BankPro results in a final and enforceable judgment.

- 7.47 These rights are without prejudice to any other right or guarantee that may have been granted to BankPro.
- 7.48 BankPro may set off the Client's accounts against one another, irrespective of maturity dates of the assets and/or collateral held in such accounts and whether the accounts are in the same currency or different currencies.

To the extent permitted by law, BankPro's right to setoff in this section extends to be inclusive of BankPro Limited and any FxPro® Group Company.

**When BankPro might stop or reject payments**

- 7.49 Notwithstanding any other clause in these Terms, BankPro might temporarily stop investigating or reject a payment into/out of the Client's Accounts if it is necessary for security, legal or other reasons. For example, BankPro might temporarily stop or reject a payment because:
- (a) of lack of available balance in the Client's Accounts
  - (b) of errors, failures, or refusals of any third party
  - (c) of legal or regulatory reasons (including causing BankPro to breach a court order)
  - (d) it exposes BankPro to action or censure from any government, regulator or law enforcement agency.
  - (e) there is fraudulent or criminal activity involved.
  - (f) there is a suspected or actual breach of security or misuse of the Client's details or Payment Devices
  - (g) BankPro has reasonable grounds to believe that the Client is in breach of these Terms.
- 7.50 BankPro will tell the Client if this happens and why unless there is a legal reason, which prohibits BankPro from doing so.



### **What to do if the Client needs someone else to look after his accounts**

- 7.51 There may be circumstances (for example, in case of physical disability or mental incapacity) when the Client needs to allow someone else to access or run his Accounts on his behalf. If the Client needs to do that, the Client must contact BankPro in advance (i.e., before allowing a person to operate the Client's Accounts).

### **Non-permitted activity and industries**

- 7.52 BankPro is committed to continuously mitigate the risk of money laundering and terrorist financing, so BankPro applies restrictions on certain types of activities and industries. If the Client does not comply with these restrictions, BankPro will trigger the provisions found in the "When BankPro might stop or reject payments" and/or the "Termination" sections.

## **8. How the cards work**

### **About the BankPro card offering**

- 8.1 Upon the Client's request, BankPro will issue the Client a Visa Debit Card (hereinafter referred to as the "Client's Card" or the "Card"). The Client's Card is a dual-interface debit card and not a credit card. Dual interface cards can be used in both contact and contactless mode.
- 8.2 By using the Client's Card, the Client demonstrates that he agrees to be bound by these Terms, together with the applicable fees and charges, which can be found on BankPro's Website and the Visa debit card terms and conditions found on Visa's [Website](#).
- 8.3 The Client can request up to 8 physical Cards and 8 virtual ones. The fees for ordering each type of card can be found on BankPro's [Website](#).
- 8.4 The Client's Cards' currency will be in the Client's Base Currency.
- 8.5 All card payments and cash withdrawals will be taken from the Client's primary Account in the Client Base Currency. If the transaction amount is in a currency other than the Client's Base Currency, then a currency conversion will occur, and the money will be taken from the Client's primary Account in his Base Currency. If the Client's primary Account has insufficient balance, then the transaction will be declined, and the Client will be notified through the App to top-up his Account.
- 8.6 BankPro has the right to decline any request for issuing a Card, including any request that BankPro deems unreasonable or abusive.



### **Use of BankPro Cards**

- 8.7 The Client can use his physical Cards to make contact or contactless payments, payments in a shop, or online etc. The Client's virtual Cards can only be used for online payments.
- 8.8 To use the Card, present it at the time of transaction. The Card may be used in full or part Payment of a purchase.
- 8.9 BankPro will treat a Card transaction as being authorized by the Client when the Client does at least one of the following:
- (a) enters his PIN.
  - (b) signs a receipt.
  - (c) provides his Card details (16-digit card number, expiry date, CVV number).
  - (d) taps or inserts/ swipes his Card into a payment reader.
  - (e) uses his Card and PIN to withdraw cash from a payment terminal (such as an ATM).
- 8.10 The Client can perform Card transactions at any time, 24 hours a day, 7 days a week.
- 8.11 The time of receipt of a Card transaction is when it is received by BankPro.
- 8.12 BankPro is not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with any of the Cards, but the Client always has the legal right to dispute a transaction. For details, please refer to BankPro's website.
- 8.13 The Client cannot stop a Card transaction after it has been transmitted to BankPro, or once the Client has given his consent to a third party for a pre-authorized transaction.
- 8.14 The Client may not use, or permit the use of, any of his Cards for any illegal purpose, including in connection with unlawful or illegal goods or services.

### **3D Secure authentication**

- 8.15 3D Secure (**3DS**), is a tool that helps BankPro to verify that it is the Cardholder who is conducting the specific e-commerce payments (payment transactions performed online). Therefore, with the utilization of 3DS, BankPro helps fight against fraud and keep the Client safe. Please note that 3DS does not apply to

all e-commerce payments, as it is dependent on the merchant, rather than the card issuer.

- 8.16 The 3DS authentication / confirmation takes place through the mobile app before the completion of the Client's e-commerce payment. Therefore, the Client's payment may still be declined after the Client authenticates himself successfully during the 3DS process in the mobile app, for any of the usual reasons. For example, insufficient balance or blocked card.

#### **When charges may be payable**

- 8.17 BankPro will deduct from the Client's primary Account's credit balance the charges for issuing and maintaining his Cards.
- 8.18 The Client can find details of the Card charges on BankPro's [Website](#).

#### **Declined card transactions.**

- 8.19 BankPro may decline a Card transaction for any reason, including suspected or actual fraud, violation of applicable law, the Client's default under these Terms, or if the Client exceeds the Client's limit found in the "Spending and cash withdrawal limits" section of these Terms. BankPro is not liable to the Client or anyone else if a Card transaction is not authorized, even if the charge is within his limits, or the Client is not in default. If BankPro declines a Card transaction, BankPro may advise the Client so, by sending a notification message to the BankPro mobile app.
- 8.20 BankPro is not responsible if anyone refuses to accept the Client's Card. BankPro is also not responsible for the failure of a merchant to honor any of the Client's Cards.

#### **Card refunds**

- 8.21 When the Client returns an item purchased using one of his Cards, the merchant's refund will appear on his App as a credit from the merchant.

#### **Chargebacks**

- 8.22 A **chargeback** occurs when money is returned to the Client's Account after the Client has successfully disputed a completed transaction with a merchant. The Client can do so if the Client has been charged by mistake, or if the Client was a victim of fraud (for example, the Client made an order online, but the goods never arrived).
- 8.23 Before the Client disputes a transaction, the Client should always first try to resolve any issues directly with the merchant. A chargeback should be a measure of last resort.

8.24 The chargeback process will be governed by Visa.

8.25 To initiate a chargeback, please visit BankPro's [Website](#) for help.

#### **Card transactions in foreign currency**

8.26 When the Client uses his Card for a transaction in a Foreign Currency, the relevant money will be converted to his Base Currency at the currency exchange rate applicable at the time provided there is available balance in his Accounts. If the currency exchange rate is unavailable, then the relevant Visa exchange rate will be used.

8.27 BankPro may apply a markup on top of the interbank exchange rate BankPro uses, when converting a currency other than a Card Settlement Currency. Effectively, the 'mark-up' is BankPro's fee for converting the currency for the Client. More details are available on BankPro's [Website](#).

#### **Spending and cash withdrawal limits**

8.28 The Client can make cash withdrawals at ATMs subject to his daily and monthly cash limits, which can be found on BankPro's [Website](#) and in the mobile app. When the Client makes a cash withdrawal in a Foreign Currency, the Client will receive cash, and the Client will be charged any applicable fees including exchange rate fees found on BankPro's [Website](#).

8.29 Please be aware that some ATMs may also charge the Client their own fees for withdrawing cash. These fees are imposed by the owner of the ATM to cover the maintenance expenses as well as for the provided services.

#### **Negative balances**

8.30 An offline Card transaction (for example, a bus / train ticket purchase or a purchase on a vending machine) might cause the Client's primary Account to go negative. If that happens, the Client agrees to immediately top-up his primary Account to correct any negative balance, without the need to receive any prior notification from BankPro.

8.31 If the Client fails to remedy any negative balance within 7 Business Days, BankPro has the right to proceed with:

(a) exercising BankPro's right to set off as described in the "Using money in one Account to pay off another (known as set off)" section.

(b) applying fees and charges.

(c) proceeding directly - or indirectly through a third party - with debt collection, including pursuing a claim in court.

In the case of (c) above, BankPro has the right to claim any reasonable expenses incurred resulting from the debt collection.

### **Protecting card information**

- 8.32 The Client is responsible for maintaining the security of any BankPro Cards, their Security Details, and any other authentication credentials used in connection with his BankPro Card. If the Client authorizes or allows anyone else to use his BankPro Card (for example, by providing his physical BankPro Card, or the passcode to his mobile device, allowing a third party to set up or add their biometric information, authorizing them to use his BankPro Card), the person may be able to make transactions using the Client's BankPro Card. The Client will be liable for all such transactions made on his BankPro Card by that person.

### **The Client's liability for unauthorized card transactions**

- 8.33 The Client is obligated to contact BankPro immediately if the Client believes his BankPro Card has been lost or stolen, any Security Details have been compromised, or his BankPro App has been accessed without his permission. If the Client thinks his BankPro Card is lost or stolen - in addition to contacting BankPro - the Client needs to immediately freeze his BankPro Card using the BankPro App. The Client will not be liable for any unauthorized transactions made after the Client informs us.
- 8.34 If the Client temporarily loses his BankPro Card and has subsequently found it, the Client can 'unfreeze' the BankPro Card through the BankPro App.
- 8.35 For the replacement of a lost or stolen Card, BankPro will charge the Client the amount set out on BankPro's [Website](#).

### **The card PIN**

- 8.36 The Client can view the PIN of his Card in the BankPro App. If the Client believes that his Card PIN has been compromised, the Client should change it to any ATM that accepts Visa cards. The Client should always protect the PIN of his card and never disclose it to others.

### **Card Expiry**

- 8.37 The Client's Card's expiry date is printed on the Card. The Client must not use the Card after its expiry date.
- 8.38 Provided that the Client's subscription fees are paid, BankPro will automatically proceed to send the Client a new BankPro Card. The new BankPro Card will bear the same number as the previous BankPro Card but will have a different CVV (Card Verification Value) number and expiry date. Also, the new Card will have the same PIN as the Client's previous card, which the Client can view in

the BankPro App.

### **Contactless transactions and related payment limits**

- 8.39 The Client's physical BankPro Cards are contactless. This means that the Client can tap his Card at a payment terminal and pay without entering his PIN (up to the contactless limit of the country the Client is in).
- 8.40 Because no authorization by PIN is required for contactless transactions, there are some limits on their value and frequency - this is to protect both the Client and the vendor. These limits are country and bank specific.
- 8.41 The Client can use his physical Card for contactless transactions without a Strong Customer Authentication (SCA), e.g. by entering the PIN, for up to (i) five consecutive times, or (ii) up to a total amount that varies by country, irrespective of the number of transactions. If these limits are reached, the Client will be required to enter his PIN at the payment terminal. There is also a maximum amount for a single transaction, depending on the country in which the Client is using his Card to spend.
- 8.42 In certain countries, if the limits described above are reached, the Client will be prompted to use his PIN. However, in some other countries (such as the UK) the Client will not be alerted to enter his PIN and instead his transaction will be declined. The Client will therefore have to repeat the payment, using his PIN.
- 8.43 Each time the Client enters his PIN at a payment terminal, his transaction and amount contactless limits are reset.

### **Card related complaints**

- 8.44 If the Client has a Card related complaint, the Client should refer to the "How to make a complaint" section of these Terms.

### **Suspending or terminating cards**

- 8.45 The Client can, at any time, terminate his Cards by contacting BankPro or through the BankPro App. BankPro may suspend or terminate the Client's Cards, or suspend or cancel any feature on the Client's Cards, at any time and for any reason permitted under the law.
- 8.46 If possible, BankPro will inform the Client before suspending or closing his Cards. If BankPro cannot do so in advance, BankPro will inform the Client immediately afterwards. The requirement to inform the Client, does not apply where it would compromise security measures, or it would be unlawful to do so.

### **Effect of terminating cards**

- 8.47 When the Client's Cards are terminated, the Client must: (a) return or destroy

his physical Cards, and (b) stop using his Cards, both physical and virtual, to make payments to others.

8.48 Any Card transactions pending at the time of termination will be completed.

8.49 The Client must pay in full any amounts posted after the Card termination.

## **9. When payments go wrong**

9.1 When payments go wrong, BankPro may refund the Client. However, the Client may be subject to a fee of USD 50 (or currency equivalent) for any unauthorized payments.

9.2 BankPro will not refund the Client if, for example, BankPro reasonably suspects the Client has acted fraudulently or the Client lost money because the Client failed to keep his Payment Devices and Security Details safe and confidential, either deliberately or by being extremely careless (known as 'grossly negligent').

9.3 Similarly, BankPro may not refund the Client if the Client informs BankPro of the unauthorized or late payment more than 13 months after its occurrence.

9.4 If BankPro refunds the Client but it subsequently appears that the Client was not entitled to the refund, BankPro will deduct from his Accounts the respective amount and applicable fees.

9.5 Regarding incorrect payments, BankPro may refund the Client an amount to restore his Account to the state it would have been had the incorrect payment not taken place, after BankPro becomes aware of the incorrect payment, whether as a result of the Client notifying BankPro, or due to BankPro's own internal systems, checks and records.

## **10. How securities trading and investing works**

### **Overview**

10.1 BankPro will provide the following services to the Client through the App:  
(a) Facilitating the conclusion of transactions in Financial Instruments by receiving and transmitting his orders to third-party brokers and arranging for the settlement of the same.  
(b) Holding client money in segregated accounts and providing custody services.

10.2 Before providing BankPro's services, BankPro will ask the Client to complete

an appropriateness test. Through the appropriateness test, BankPro will ask the Client to consider his knowledge and experience in relation to investing in Financial Instruments. If the Client indicates that his knowledge and/or experience are limited, BankPro will warn the Client about this and ask the Client to confirm that the Client understands the risks of investing in Financial Instruments before proceeding.

- 10.3 NONE OF THE INFORMATION, RESEARCH, OR OTHER MATERIALS PROVIDED BY BANKPRO, DIRECTLY OR INDIRECTLY, OR AVAILABLE ONLINE CONSTITUTES ADVICE, A RECOMMENDATION, OR A SOLICITATION TO BUY OR SELL SECURITIES. THE CLIENT IS RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS ASSOCIATED WITH THE USE OF ANY INFORMATION/MATERIAL PROVIDED BY BANKPRO BEFORE MAKING ANY DECISIONS BASED ON SUCH INFORMATION/MATERIAL. THE CLIENT AGREES NOT TO HOLD BANKPRO OR ANY THIRD-PARTY PROVIDER LIABLE FOR ANY POSSIBLE CLAIM FOR DAMAGES ARISING FROM ANY DECISION THE CLIENT MAKES BASED ON THE INFORMATION/MATERIAL MADE AVAILABLE TO HIM. BANKPRO CANNOT GUARANTEE THAT INFORMATION/MATERIAL PROVIDED TO THE CLIENT IS - AT ALL TIMES - CORRECT. IT IS THE CLIENT'S RESPONSIBILITY TO ALWAYS REVIEW - CRITICALLY - THE INFORMATION PROVIDED TO THE CLIENT ABOUT FINANCIAL INSTRUMENTS (FOR EXAMPLE, BY CHECKING THAT THE INFORMATION PROVIDED IS IN LINE WITH THE INFORMATION AVAILABLE ON THE WEBSITE OF THE ISSUER OR OTHER PUBLICLY AVAILABLE SOURCES).
- 10.4 The Client is obliged to use BankPro's services in a careful and prudent manner. The Client must not enter into significant transactions or positions in Financial Instruments, which the Client does not sufficiently understand the effect of, or which might result in a higher risk than what is proportional to his financial position.
- 10.5 For details regarding the facilitation of transactions, please refer to BankPro's Order Execution Policy available [online](#).

#### **The Client's Instructions**

- 10.6 BankPro will act on the Client's instructions, unless BankPro believes that:
- a) an instruction - if executed - will cause the funds of the Client's Account to become insufficient and therefore the Client will be unable to cover the cost of the transaction (including the payment of any commission, charges, taxes and any amount in addition to the current price of the Financial Instrument(s) that BankPro reasonably considers to be necessary);



- b) the instruction has not been made by the Client.
- c) the instruction is ambiguous or unclear.
- d) the instruction is against the law or has been made with fraudulent or criminal intent or in violation of these Terms.
- e) carrying out the instruction may result in BankPro being in breach of any laws or regulations.

### **Trade confirmations and statements**

- 10.7 BankPro will confirm the execution of an order by transmitting an electronic confirmation to the Client through the App. Trading statements are available through the Client's Account on a real time basis. The Client agrees to accept electronic trade confirmations and statements instead of printed ones. The Client understands that trade confirmations and statements of order executions may be erroneous for various reasons including, but not limited to, cancellation or adjustment by an exchange.
- 10.8 The Client must notify BankPro by telephone at the telephone number(s) specified online or by e-mail to the Support Department as soon as reasonably possible after the Client becomes aware, or should have become aware, that: (1) the Client has failed to receive an accurate confirmation of an execution or cancellation; (2) the Client has received a confirmation that is not consistent with his order(s); (3) the Client has received confirmation of execution of an order that the Client did not place; or (4) the Client has received a confirmation, Account statement, or other information reflecting inaccurate orders, trades, account balances, securities positions, funds or transaction history.
- 10.9 In the event that BankPro confirms an execution in error, and the Client unreasonably delays in reporting such error, BankPro reserves the right to require the Client to accept the trade, or to remove the trade from the Client's Account. The Client understands and agrees that BankPro may adjust his Account to correct any error. The Client agrees to promptly return to BankPro, as the case may be, any assets distributed to the Client to which the Client was not entitled.

### **Compliance with 'Market Abuse' rules**

- 10.10 Examples of behavior that is illegal can be found below:
- (a) Insider dealing - means that the Client possesses confidential information about the securities or the issuer of the securities that would have an effect on the price of the securities if it would be public and the Client acts (whether by investing or divesting) based on the confidential information.



- (b) Price manipulation – means the artificial inflation or deflation of the price of a security or the attempt to do so; for instance, by entering a multitude of small orders that give the misleading impression that there is a high demand for the relevant security.

- 10.11 Many different strategies are deemed to be market abuse. Be aware of the meaning of this term when considering orders. When in doubt, it is advisable to seek professional advice.

**Use of market data**

- 10.12 All market data found in the App is powered by Refinitiv based on a limited, non-exclusive, revocable, non-transferable licence to use the data solely for the Client's own non-commercial entertainment purposes. BankPro is not responsible for any use of content by the Client outside its scope as stated in these Terms.
- 10.13 Any market data that the Client receives may be delayed intraday data and not real-time, depending on the subscription plan or stock exchange where the instrument is traded.
- 10.14 ALL MARKET DATA IS PROVIDED TO THE CLIENT FOR GENERAL INFORMATION AND USE ONLY AND IS NOT INTENDED TO ADDRESS YOUR PARTICULAR REQUIREMENTS. SPECIFICALLY, THE CONTENT DOES NOT CONSTITUTE ANY FORM OF ADVICE, RECOMMENDATION, REPRESENTATION, ENDORSEMENT OR ARRANGEMENT BY BANKPRO AND IS NOT INTENDED TO BE RELIED UPON BY THE CLIENT IN MAKING (OR REFRAINING FROM MAKING) ANY SPECIFIC INVESTMENT OR OTHER DECISIONS.
- 10.15 The market data can only be received and used by the Client, provided that:
- (a) the Client will be responsible and liable for compliance with these Terms at all times.
  - (b) the Client agrees, where requested, to provide accurate and complete information to BankPro or to the third parties, or their appointed agents, from whom BankPro receives the market data regarding his access to, and use of, the market data.
  - (c) the Client allows BankPro and third parties, or their appointed agents, from whom BankPro receive the market data, access to the Client's premises at reasonable times and on reasonable notice in order to inspect and audit his access and use of the data.
- 10.16 BankPro, or third parties, may terminate and/or suspend the Client's access to the market data immediately, in full or in part, at any time.

- 10.17 The market data and any and all rights of any kind are the property of third parties that provide the data to BankPro; third parties incur considerable cost and expense and expend considerable effort in generating and providing the same.
- 10.18 Whilst the third parties attempt to ensure that the market data is accurate, the market data is provided 'as is' and on an 'as available' basis and may not be accurate or up to date. Data may or may not have been prepared by the third parties but is made available without responsibility on their part. BankPro and the third parties do not guarantee the accuracy, timeliness, completeness, performance, or fitness for a particular purpose of the data. No responsibility is accepted by or on behalf of BankPro and the third parties and their appointed agents for any errors, omissions, or inaccuracies in the market data. We, the third parties and their appointed agents accept no liability for the results of any acts or omissions taken on the basis of the market data.
- 10.19 Save as provided in the paragraph above, the Client must not in any way, directly or indirectly use, display, access, transfer, re-distribute, reference, re-sell or sub-license the market data to third parties and/or use the market data (or any of the information contained therein) for any illegal purpose or to bring BankPro and third parties from which BankPro receives the market data, their members, business or markets into disrepute.
- 10.20 The Client acknowledges and consents that real time market data fees may be deducted from the Client's Account accordingly without obtaining any additional consent from him.

#### **Shareholders' meetings and corporate actions**

- 10.21 For corporate actions that require a choice from the Client, BankPro will exercise its best efforts to timely send the Client an email in which BankPro invites the Client to provide BankPro with his instruction. This includes the Client's right to attend and vote at general and extraordinary shareholders' meetings. Attending a shareholders meeting is not possible or practicable in each jurisdiction and for each issuer and can only be enabled by BankPro on a best effort basis.
- 10.22 The Client can submit corporate action instructions by e-mail to BankPro's Corporate Instructions Desk (support@bankpro.com). BankPro must be provided with any corporate action instruction before the deadline. The deadline is the date and time specified by BankPro and may differ from the date and time specified by the issuer so that BankPro has sufficient time to process the Client's instructions. The Client can change the choice that the Client made for a corporate action until the deadline. If the terms of a corporate event require an election to be made on behalf of BankPro's entire nominee holding in a

company, BankPro may not offer an option to the Client, where it is reasonable to do so. BankPro will try to give the Client an alternative option but cannot guarantee that this will match the options offered by that company.

- 10.23 Share blocking may be applicable for certain corporate actions such as acquisition bids when the Client decides to accept the bid. After realisation of the bid, the Client will receive the offered amount/securities in exchange for the securities that have been bought from the Client on the payment date.
- 10.24 BankPro does not have any obligation to take any action if BankPro does not receive specific written instructions from the Client. It is entirely the Client's responsibility if the Client fails to timely provide such instructions.
- 10.25 Where a corporate action results in a fractional entitlement to a part of a share, then BankPro will aggregate those fractional entitlements and sell such fractional shares and credit the Client's Account with a cash value.
- 10.26 BankPro will reflect a corporate action on the Client's Account - as soon as practicable - after BankPro has received confirmation that the corporate event has been completed from BankPro's custodian(s).

## **11. Keeping money safe**

- 11.1 BankPro prioritizes the safeguarding of customer funds and operates in strict compliance with the regulatory standards established by the Central Bank of The Bahamas. All customer deposits are maintained in secure accounts that adhere to applicable local laws and regulations. BankPro conducts regular internal audits and assessments to ensure compliance and to enhance security measures, thereby protecting customers' financial interests.
- 11.2 To ensure the security of customer assets, BankPro employs advanced technologies and security protocols designed to prevent unauthorized access and fraudulent activities. These measures include encryption, multi-factor authentication, and real-time monitoring of transactions to promptly identify and respond to any suspicious activity. BankPro's systems are continually updated to address emerging threats, thereby maintaining the confidentiality and security of customers' personal and financial information.

## **12. Keeping the Client's financial instruments safe**

- 12.1 Custody of Financial Instruments is always in book entry form, by crediting them to an omnibus account. BankPro does not, therefore, hold securities for the Client 'physically' (i.e., in a safe). BankPro may use sub-custodians who will be holding their Financial Instruments on BankPro's behalf in omnibus accounts.

An omnibus account is an account that is used by BankPro to hold the Financial Instruments for all or at least one or more of BankPro's clients (i.e., mingled together).

- 12.2 BankPro segregates the Financial Instruments BankPro holds for the Client in such a way that they cannot be accessed by BankPro's creditors, even if BankPro were to be declared bankrupt. From a legal and regulatory perspective, this is known as 'asset segregation' and serves to protect the Client's investments.
- 12.3 BankPro also requires BankPro's sub-custodians to provide asset segregation to protect the Client's investments against their bankruptcy. Rules regarding asset segregation are different in every country and there may be countries where asset segregation is not possible or not legally required. If there is no asset segregation in relation to a third party in the custody chain, then the Financial Instruments held with that third party might be lost in case that party becomes bankrupt.
- 12.4 BankPro may enter arrangements to borrow money by third-party brokers to ensure that there are always sufficient funds available to smoothly execute the Client's orders. To do so, those third parties require security (often referred to as 'margin' or 'collateral') in case BankPro is not able to meet BankPro's obligations when executing the Client's orders with them. BankPro provides such security by posting cash margin with these third parties from BankPro's own funds, as well as granting the parties concerned the right to pledge and to have lien and first priority security interest on the Financial Instruments bought until they are settled in full.
- 12.5 After the execution of the Clients' orders the same amount of money will be deducted from the Clients' money account to be transferred to the third-party broker and the amount temporarily borrowed, as described in the paragraph above, will be repaid. BankPro has not granted any rights to third-party brokers related to any of the Client's Financial Instruments that are fully settled. The Client gives BankPro the explicit approval to grant the above rights to third parties.
- 12.6 BankPro holds the Client's money and the Client's Financial Instruments with third parties, such as credit institutions and custodians/sub-custodians. In case a third-party defaults, BankPro's obligation towards the Client is limited to what BankPro receives from this third party in relation to such money and Financial Instruments and BankPro is not liable for loss due to the shortcomings of any such third party, unless damage resulted because of the gross fault of BankPro in selecting and monitoring the third party with sufficient diligence.

### 13. Fees, charges and taxes

- 13.1 The Fees and Charges for BankPro's services are available [online](#).
- 13.2 BankPro may unilaterally alter BankPro's Fees and Charges at any time, in line with the general situation and customary practices. BankPro will inform the Client of such Fees and Charges in advance through the App or in writing through e-mail or by any other appropriate means.
- 13.3 When the Client trades Financial Instruments denoted in a currency different than his Account currency, BankPro will exchange cash funds between the base currency and the other currency through spot foreign exchange transactions. The Client will pay BankPro a transaction fee, in the form of spread, for each foreign exchange transaction. BankPro may modify the exchange fee upon notifying the Client - a notice can be made online or otherwise.
- 13.4 In addition, other applicable Fees and Charges may exist in relation to buying, selling, or holding a Financial Instrument depending on the underlying market and the Financial Instrument being bought, sold, or held. The Client may also incur additional Fees and Charges in the case of delayed or failed settlement of a transaction. Any such amounts will be the Client's responsibility and - where appropriate - will be deducted from his Account.
- 13.5 The Client must pay, or reimburse, BankPro for any Fees and Charges applicable, now or in the future, relating to BankPro's services pursuant to these Terms.
- 13.6 Dividends received may be subject to withholding tax at source. In case the Client is resident in a country where due to tax treaties the Client may be entitled to a reduced withholding tax, it is his responsibility to take the necessary actions to reclaim any withheld tax.
- 13.7 BankPro may, at any time and without notice, sell Financial Instruments or other assets held by BankPro or any associated company in custody or Financial Instruments which BankPro control on the Client's behalf, to discharge any or all of the Client's obligations towards BankPro, as these arise under these Terms. If BankPro must sell Financial Instruments held on the Client's behalf to meet his obligations towards BankPro, BankPro will charge commission and any other applicable charges and taxes. The Client will continue to be responsible to repay BankPro any outstanding balance that is due after BankPro sell the Financial Instruments. The difference in value will become payable to BankPro immediately.

## **14. Device and detail security**

14.1 The Client needs to ensure that the Client does everything possible to stop his Payment Devices from being misused. The Client can do this by keeping his mobile device, Payment Devices, and Security Details safe and confidential. For example, the Client should not:

- (a) let others use his Payment Devices
- (b) leave his mobile device unattended while the Client is logged into the App
- (c) do not choose Security Details that can be easily guessed
- (d) share or let anyone know his Security Details
- (e) delete any biometric access from a mobile device that could be used by someone else to access his Accounts
- (f) before passing on his mobile device to another person (for example, if the Client sells his mobile or send it to be repaired) delete any details, which should not be revealed.

On BankPro's Website the Client can find several other tips on how the Client can protect his Accounts and personal data.

14.2 If the Client suspect that some else knows his Security Details, please change them immediately and contact BankPro to inform BankPro accordingly.

14.3 If the Client willingly shared his Payment Devices or Security Details with someone else BankPro will not be responsible for any loss the Client might suffer as a result. For example, if they take money from the Client's Accounts, BankPro will not refund the Client the money the Client lost prior to the Client contacting BankPro to let BankPro know.

## **15. When BankPro might block access to the Client's payment devices**

15.1 BankPro will do everything BankPro reasonably can to stop any unauthorized access to the Client's Payment Devices. It is important that the Client does the same.

- 15.2 For the Client's protection and the protection of his money with BankPro, BankPro will restrict or block, if needed, his access to his Payment Devices. If the Client suspects that another person - without his authority - accessed or used his Payment Devices, the Client will contact BankPro immediately.
- 15.3 If BankPro has any security concerns, BankPro might block the Client's access to his Accounts. BankPro might also do this if BankPro is concerned about unauthorized or fraudulent use of his Accounts (for example, if BankPro thinks someone is using the Client's Accounts without his permission).
- 15.4 BankPro might also do this if the Client's App/Accounts are dormant, but BankPro will inform the Client in advance.
- 15.5 Before blocking the Client's Payment Devices, BankPro will try to contact the Client unless BankPro is unable to do so because of legal or security reasons. BankPro will reinstate the Client's access as soon as the issues for blocking his Payment Devices are resolved.

## **16. Amendments to these Terms**

### **When BankPro will tell the Client in advance**

- 16.1 From time to time, BankPro might make changes to these Terms relating to, for example
- (a) BankPro's products or services, or
  - (b) laws or regulations.
- Amendments shall be communicated to the Client in writing or by any other appropriate means. If no objection is received within thirty days, the amendments shall be deemed to have been approved.

### **What the Client can do when BankPro tells the Client about a change**

- 16.2 If the Client does not tell BankPro that the Client wants to close his Accounts before the change takes, BankPro will assume the Client has accepted it. Any changes to these Terms become effective at the end of the notice period, as indicated in the relevant communication.
- 16.3 If the Client does not accept the change and the Client informs BankPro about it, the Client can close his Accounts without any penalty.

### **When BankPro will not tell the Client in advance about a change**

- 16.4 If a change to these Terms benefits the Client, BankPro might tell the Client

## **17. BankPro Liability**



after BankPro has made a change. An example of such a change is BankPro adding a new product or service.

- 17.1 BankPro will always try to act in line with these Terms. BankPro will refund the Client if the Client loses money because of something BankPro has done wrong or failed to do. BankPro will only refund the Client the obvious loss the Client has suffered.
- 17.2 BANKPRO WILL EXERCISE BEST EFFORTS TO ENSURE THE CLIENT CAN ACCESS BANKPRO'S SERVICES THROUGH THE APP AND THE WEB PLATFORM, BUT BANKPRO DOES NOT GUARANTEE THEIR CONTINUOUS AND FAULTLESS OPERATION. BANKPRO IS AUTHORISED TO TEMPORARILY SUSPEND ACCESS TO THE APP AND WEB PLATFORM, FOR INSTANCE IN CONNECTION WITH MALFUNCTIONS OR MAINTENANCE. BANKPRO WILL ONLY MAKE USE OF THIS RIGHT WHERE BANKPRO DEEMS THIS NECESSARY FOR THE CLIENT'S AND/OR BANKPRO'S PROTECTION, THE PROVISIONING OF PRICES AND PROPER/ORDERLY FUNCTIONING OF THE MARKETS. THE CLIENT IS RESPONSIBLE FOR MAINTAINING ALTERNATIVE ARRANGEMENT FOR SECURITIES TRADING AND INVESTING IN ADDITION TO HIS ACCOUNT.
- 17.3 BankPro is not responsible, and BankPro will not refund the Client for loss that was not directly caused by BankPro. For example, if the Client incurred losses because of:
- (a) any changes BankPro makes that affect the App, Web Platform and/or his Account and resulted from BankPro fulfilling BankPro's legal or regulatory obligations or other mandatory rules.
  - (b) an unusual and/or unforeseeable event outside BankPro's control (for example, industrial action or the failure of mechanical or electronic systems such as hardware or software failure)
  - (c) the Client's inability to access the App or Web Platform
  - (d) sharing the Client's information (including Security Details) - intentionally or unintentionally - with any other person
  - (e) using a third-party software or feature (other than the ones required to access the App or Web Platform) to connect or interface with the App or Web Platform
  - (f) the Client's negligence or fraud



(g) breaching any of BankPro's Terms, policies, or procedures. Also, BankPro will not refund the Client for loss that resulted from any planned or essential maintenance to BankPro's systems.

- 17.4 IN CASE DAMAGES ARE CAUSED BY BANKPRO'S INTENDED OR GROSS NEGLIGENCE AND WILFUL FRAUD OR FRAUD, BANKPRO IS LIABLE, BUT ONLY ACCEPTS LIABILITY FOR DIRECT LOSSES OR DAMAGES AND WILL NEVER COVER INDIRECT LOSSES OR DAMAGES LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY. NOTHING IN THESE TERMS LIMITS BANKPRO'S LIABILITY FOR DAMAGES TO LIFE, BODY AND HEALTH.
- 17.5 NEITHER BANKPRO NOR ANY OF BANKPRO'S DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, ASSOCIATES, OR AGENTS SHALL BE LIABLE TO THE CLIENT FOR ANY DELAYS OR INTERRUPTIONS OF SERVICE OR TRANSMISSIONS, OR MALFUNCTIONS OR FAILURES OF PERFORMANCE OF THE APP OR WEB PLATFORM AND OR ANY TRANSMISSION, COMMUNICATION OR COMPUTER FACILITY OR SYSTEM USED IN CONNECTION WITH THE PROVISION OF SERVICES UNDER THESE TERMS, REGARDLESS OF CAUSE.
- 17.6 The Client can only register once. If BankPro identifies in BankPro's systems multiple active registrations for the Client, BankPro will merge and/or terminate the additional registrations.
- 17.7 BankPro is not responsible, and BankPro will not refund the Client for loss that was not directly caused by BankPro. For example, if the Client incurred losses because of:
- (a) any changes BankPro makes that affect the App, his Accounts and resulted from legal or regulatory obligations.
  - (b) an unusual and/or unforeseeable event outside BankPro's control (for example, industrial action or the failure if mechanical or electronic systems such as hardware if software failure)
  - (c) any planned or essential maintenance to BankPro's systems.
- 17.8 THE CLIENT AGREES TO HOLD US AND BANKPRO'S DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, ASSOCIATES, AND AGENTS HARMLESS AGAINST ANY COSTS, EXPENSES, LOSSES, CLAIMS, LIABILITIES OR DAMAGES THAT RESULT FROM HIS USE OF THE SERVICES.
- 17.9 Without prejudice to any other provision contained herein, BankPro will not be liable to the Client or any other person for any loss, damage or expense

whatsoever however arising that the Client or any other person may suffer as a result of, in relation to or arising, directly or indirectly, out of the performance of its duties hereunder unless arising from the gross negligence of BankPro. This Clause shall apply howsoever any loss to the Client, or any other person arises, whether out of contract, statute, tort or otherwise.

- 17.10 Without prejudice to any other provision contained herein, the Client shall indemnify, defend and hold harmless BankPro from and against any action, suit, proceeding, investigation, loss, liability, cost or expense whatsoever, (including without limitation, reasonable attorneys' fees and disbursements and amounts paid in settlement), which may be brought against or suffered by BankPro arising directly or indirectly out of or in connection with BankPro's performance of its duties hereunder unless caused by the gross negligence of BankPro.
- 17.11 The provisions of this Term shall survive the termination of the Client's relationship with BankPro.

## **18. Force Majeure**

- 18.1 An extraordinary event or circumstance includes, but is not limited to, the following:
- a) any act, event or occurrence (including without limitation any strike, riot or civil commotion, act of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in BankPro's opinion, prevents BankPro from providing the Client access to a market in one or more of the Financial Instruments in respect of which BankPro ordinarily provide BankPro's services;
  - b) the suspension or closure of any market or the abandonment or failure of any event or the imposition of limits or special or unusual terms on the trading in any such market in relation to any Financial Instruments in respect of which BankPro ordinarily provides BankPro's services; the occurrence of an excessive movement in the price of any instrument or BankPro's anticipation (acting reasonably) of the occurrence of such a movement;
  - c) any breakdown or failure of transmission, communication, or computer facilities, interruption of power supply, or electronic or communications equipment failure; or
  - d) failure of any relevant supplier, intermediate broker, agent or principal of BankPro, custodian, sub-custodian, dealer, exchange, clearing house, or regulatory or self-regulatory organization, for any reason, to perform its obligations.

- 18.2 When BankPro determines - in BankPro's reasonable opinion - that an extraordinary event or circumstance occurred, BankPro will inform the Central Bank of Bahamas (where needed) and take reasonable steps to inform the Client.
- 18.3 If, BankPro determines that, an extraordinary event or circumstance exists BankPro may - at BankPro's absolute discretion - without notice and at any time:
- a) treat any outstanding proposed transaction or instruction to deal as having been canceled and terminated;
  - b) sell any Financial Instruments held by BankPro on the Client's behalf at the prevailing market price, at BankPro's discretion; or
  - c) suspend or modify the application of all or any part of these Terms if the extraordinary event or circumstance makes it impossible or impracticable for BankPro to comply with the term(s) in question.

## **19. Consultation of counsel**

- 19.1 BankPro is authorized and empowered, whenever BankPro deems it expedient by reason of any circumstances affecting any of the Client's accounts or any of the assets therein, to consult counsel and to retain counsel and engage in any action, suit or proceeding affecting such accounts. All fees, costs and expenses so incurred shall be charged against the account but BankPro shall not be under any obligation to defend or engage in any legal proceedings with respect to such account or with respect to any assets therein unless fully indemnified to its satisfaction by the Client.

## **20. Confidentiality**

- 20.1 BankPro is not obliged to disclose to the Client or in making any recommendation or taking any action in connection with the provision of the Accounts to take into consideration information where (i) the disclosure of such information to the Client would be a breach of duty or confidence to any other person or (ii) which comes to the notice of any employee, officer or agent of the Bank, but does not come to the actual notice of the individual making the decision or giving the advice in question.
- 20.2 The Client hereby authorizes and consents to the disclosure by the Bank of any information relating to the Assets, the Account and the Client (including the beneficial owners and addresses of the Client):

- a. to comply with applicable legal or regulatory requirements, the request of any regulatory agency or authority or any court of competent jurisdiction;
- b. to any investment fund or its authorized representatives in which the Bank invests on behalf of the Client or any service provider to such investment fund; to ensure compliance by the Bank with anti-money laundering and counter-terrorist financing laws in any applicable jurisdiction;
- c. to agents, affiliates, third-party consultants, investment managers, or service providers of BankPro, including without limitation BankPro's auditors or attorneys; or
- d. to any financial institution or correspondent bank in connection with the provision by BankPro of the Accounts;
- e. to enable BankPro to communicate with third parties, as may be necessary;
- f. BankPro may store the Client's personal data electronically and process them by computer or in any other way, most particularly so that it may fulfill its due diligence obligations, execute any and all transactions, manage and/or administer the Client's account and use such data in assessing creditworthiness or performing statistical analysis.
- g. The Bank is required by applicable law and regulation to maintain a business continuity plan to ensure that specified operations of the Bank can be maintained or recovered in the event of a disaster or major operational disruption. The Client acknowledges that if such a disaster or operational disruption occurs, the operations of the Bank might be temporarily relocated to a jurisdiction outside of The Bahamas and the Bank will be required to comply with applicable legal and regulatory requirements in such jurisdiction.

## **21. Termination**

- 21.1 These Terms will be effective until the Client or BankPro decides to end them. By ending these Terms, the Client's access to the App will cease and his Accounts will close

### **When BankPro can end these terms**

- 21.2 BankPro must end these Terms immediately without giving the Client advance notice if:
- (a) the Client was not eligible to enter into these Terms at the time the Client did;
  - (b) the Client's circumstances changed, and the Client can no longer be bound by these Terms;
  - (c) the Client has seriously and/or continuously breached any part of these

Terms;

- (d) the Client failed to provide BankPro with the requested information/documentation;
- (e) the Client provided BankPro with inaccurate or false information/documentation;
- (f) the Client behaved inappropriately to BankPro of its employees;
- (g) the Client has been using BankPro's services for illegal or fraudulent purposes;
- (h) the Client has been using BankPro's services for a purpose not covered by these Terms;
- (i) the Client has done something that might expose BankPro to action or censure from any government, regulator or law enforcement agency.

BankPro may also immediately end these terms for legal or regulatory reasons.

- 21.3 If it is reasonable, BankPro might end these Terms for any other reason **by giving the Client a 14-day notice**. For example, if the Client's Accounts becomes dormant.

#### **When the Client can end these Terms**

- 21.4 During a period of **14 days from the day these Terms become effective**, the Client can choose to end these Terms free of charge, by contacting BankPro.
- 21.5 The Client can also end these Terms at any time thereafter, by contacting BankPro.
- 21.6 If the Client decides to end these Terms whilst BankPro or any other third party conduct an investigation, BankPro may block his App/Accounts instead until the investigation is completed.

#### **What happens when these terms end**

- 21.7 Before these Terms end customers must close their trading positions. Failure to do so may result in automatic closure by the Company, potentially leading to losses.
- 21.8 BankPro will send the Client his money to a designated account minus any charges which have not been applied.
- 21.9 After closing the Client's Accounts, if BankPro cannot transfer - to a designated account - any available credit balance in the Client's Accounts and such balance remains unclaimed for 7 years after these Terms are terminated – despite BankPro making reasonable attempts to reach the Client - BankPro's obligation

to transfer back to the Client the available balance in his Accounts ceases to apply.

- 21.10 The termination of these Terms shall be without prejudice to any other rights or remedies BankPro, or the Client may have under any applicable law.

## **22. How to make a complaint**

- 22.1 If BankPro's service is not what the Client expected or BankPro made a mistake, please contact us. BankPro will investigate what happened and BankPro will try to put things right as quickly as possible.
- 22.2 BankPro will acknowledge the Client's complaint within 3 Business Days, and BankPro will send the Client a response in writing when BankPro's investigation is completed.
- 22.3 The Client can find more details about BankPro's [Complaints Handling Procedure](#) that is available on BankPro's [Website](#).
- 22.4 If the Client is unhappy with how BankPro has dealt with his complaint, the Client can submit his complaint in writing to the attention of The Manager of The Bank Supervision Department of the Central Bank of The Bahamas (CBB). Please note that the CBB does not act as arbitrator and does not have legal powers to settle disputes. It acts mainly as an intermediary between the complainant and the bank in question and seeks to establish a factual account of the situation or issue that led to the complaint and to determine whether any violation of laws, regulations, policy, or guidelines has occurred. Regardless of the outcome of the mediation by the CBB, the Client can also seek legal remedies through the courts.

## **23. Governing Law**

- 23.1 These Terms are subject to the laws of The Bahamas, and the Client irrevocably submit to the non-exclusive jurisdiction of the Supreme Court of The Bahamas and nominate - as his address for service within the jurisdiction of the Supreme Court of the Bahamas - the address of BankPro.
- 23.2 The Bank reserves the right to pursue any action against the Client within any other jurisdiction.
- 23.3 All legal relations between the Client and BankPro is governed by substantive Bahamian law (with the exclusion of law of conflicts rules). BankPro's domicile in Nassau, The Bahamas, shall serve as the place of performance and place of

debt enforcement if the Client reside abroad, as well as the exclusive place of jurisdiction for all proceedings. BankPro will also have the right to refer any claim against the Client to any other court of competent jurisdiction. Mandatory places of jurisdiction prescribed by law remain reserved.

## **24. Suspension of Accounts**

24.1 BankPro reserves the right in its absolute discretion at any time to suspend operations of any or all of the Client's Accounts and/or services for such duration as the Bank deems fit, including but not limited to the situations where:

- (a) BankPro receives written instructions from any join account holder or any authorized signatories to suspend operations notwithstanding that the mandate for the join account requires 2 or more signatories;
- (b) BankPro receives contradicting instructions, whether written or verbal, from the signatories account;
- (c) as a result of force majeure, any calamity or condition, industrial actions, power failure, computer breakdown or sabotage or any other reason, the Client's records, accounts or services are not available or access to such records, accounts or services is hindered;
- (d) BankPro is notified or becomes aware of any dispute between the account holders or authorized signatories to a joint account;
- (e) BankPro is notified or becomes aware of any application or petition to declare the Client bankrupt;
- (f) BankPro is notified or becomes aware of any garnishee order or mareva injunction in relation to any or all of the Client's accounts;
- (g) BankPro reasonably believes the Client or someone else has used, or is using or obtaining, or may use or obtain, a service or money illegally or fraudulently
- (h) BankPro is notified of or in good faith suspect that the Client's accounts have been used for unlawful purposes; or
- (i) BankPro deems it necessary or appropriate in good faith to comply with applicable laws, regulations, notices or directives.

24.2 The Client agrees that BankPro is not liable for any loss, damage, expense or inconvenience, including indirect losses suffered or incurred by the Client as a result of BankPro suspending the operations of any or all of the Client's Accounts and/or services under these conditions.

- 24.3 The Client agrees that the Bank may delay, defer, stop, or refuse to process any transaction without incurring any liability if the Bank knows or suspects that:
- (a) the transaction will or may breach any laws or regulations in the Bahamas or any other country; or
  - (b) the transaction involves any person (natural, corporate or governmental) who is itself sanctioned, or is connected directly or indirectly, to any person (natural, corporate or governmental) who is sanctioned, under economic and trade sanctions imposed by any country.
- 24.4 The Client acknowledges that BankPro must obtain information on the Client in order to manage its anti-money laundering and countering terrorism financing obligations, and to comply with any laws, rules, or regulations in The Bahamas or any other country.
- 24.5 The Client agrees that BankPro may delay, defer, stop, or refuse to process any transaction, or may terminate its business relationship with you at any time without notice if the Client fails to provide this information to BankPro in the manner and timeframe specified by BankPro.
- 24.6 Upon suspending an account BankPro lifts the suspension, pays funds into the Client's account or to the bank or person which deposited funds to the Client's account, or seeks directions from the Court in relation to the funds in the Client's account.

## **25. Potential conflicts of interests**

- 25.1 BankPro hereby draws the Client's attention to the fact that, because of BankPro's business lines, it may provide services and advice to clients whose interests may be opposed to or in conflict with the Client's own interests and the Client accepts that fact. The Bank undertakes to see that its internal organization is appropriate to either avoid conflicts of interest entirely or to see that the Client's interests are taken into account in an equitable manner when such conflicts do arise.
- 25.2 In managing the Client's assets, and in placing and executing orders for that purpose, BankPro shall be authorized by the Client to receive rebates, commissions or other fees from third parties, and the Client agrees that such compensation shall accrue to BankPro. In addition, the Client authorizes BankPro to pay rebates or other fees to third parties.
- 25.3 10.3 The Bank may, without prior reference to the Client, recommend and/or effect transactions in which, or provide services in circumstances where,



BankPro has, directly or indirectly, a material interest or a relationship of any description with another party which may involve a potential conflict with BankPro's duty to the Client. If BankPro has a material interest in a transaction to be entered for the Client in respect of the Account, or a relationship which gives rise to a conflict of interest in relation to the transaction, BankPro shall not knowingly either advise, or exercise discretion, in relation to that transaction unless BankPro has (i) fairly disclosed that material interest or relationship to the Client and (ii) taken reasonable steps to ensure that neither the material interest nor relationship adversely affect the interests of the Client.

## **26. Miscellaneous**

### **Transfer of rights and obligations**

- 26.1 The Authority of BankPro under these Terms is given by the Client on behalf of his heirs, successors in title as well as itself. In the event of the death of the Client, these Terms will continue in effect until terminated by the Client's personal representatives. BankPro may, to the extent lawfully permitted (but prior to any grant of representation, is not bound to) act on the instructions of the Client's personal representative and shall be entitled, in its sole discretion, to suspend or refuse the execution of any verbal or written instructions if it becomes aware of the Client's death or incapacity.
- 26.2 BankPro may transfer BankPro's rights and obligations under these Terms to another company if BankPro informs the Client about it and his rights are not affected. The Client cannot transfer to anyone else any of the rights or obligations the Client has as part of these Terms.

### **Survival**

- 26.3 If any provision of these Terms is held to be unenforceable or illegal, in whole or in part, such provision or part shall to that extent be deemed not to form part thereof but the enforceability of the remainder of these Terms shall remain unaffected.
- 26.4 No failure or delay on the part of BankPro in exercising any right, remedy, power or privilege permitted hereunder shall operate in any way as a waiver thereof by such party, regardless of the frequency of such failure or delay.
- 26.5 These Terms are in addition to and not in derogation of any other written agreement between BankPro and the Client.

### **Service providers**

- 26.6 BankPro may use service providers in connection with providing the Client's

Accounts or services related to his Accounts. In doing so, BankPro may permit one or more of BankPro's service providers to rely on any right that the Client has granted.

### **Intellectual property**

- 26.7 All content included in or made available through the App, Accounts, Website including but not limited to all patents, rights to inventions, copyright and related rights, trademarks, service marks, software code, icons, logos, characters, layouts, trade secrets, buttons, colour scheme, graphics, business/trade names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection, which subsist or will subsist now or in the future in any part of the world is BankPro's property or the property of an FxPro® Group entity and is protected by local and international intellectual property laws and treaties.

### **Severability**

- 26.8 If any of the Terms are considered to be invalid, unlawful or unenforceable by a court, such terms will to that extent be severed from the remaining Terms, which will continue to be valid to the fullest extent permitted by law.

### **Entire agreement**

- 26.9 These Terms constitute the entire agreement between BankPro and the Client and supersede all previous agreements, promises, assurances, warranties, representations and understandings between BankPro and the Client whether written or oral.

### **Our delay or inaction**

- 26.10 If BankPro fails or delays to exercise any right or remedy provided under these Terms or by law it does not mean that BankPro waives that right, or any other right or remedy, nor BankPro will be prevented or restricted from further exercising that right, or any other right or remedy. Also, no single or partial exercise of such right or remedy shall prevent or restrict BankPro from further exercising that right, or any other right or remedy.

## **27. Additional Information**

- 27.1 The Client's App and Accounts are provided to the Client by BankPro Limited, a member of FxPro® Group. BankPro Limited is registered in The Bahamas

(Company number 64987 C) and is authorised by the Central Bank of The Bahamas (Reference number LIC1139).

27.2 Derivatives trading is provided to the Client by FxPro Global Markets Ltd, a member of FxPro® Group. FxPro Global Markets Ltd is registered in The Bahamas (Company number 198285 B) and is authorised and regulated by the Securities Commission of the Bahamas (Reference number SIA - F184).

27.3 The registered offices of BankPro Limited and FxPro Global Markets Ltd are at Sasson House, Shirley Street & Victoria Avenue, P.O Box SS-5383, Nassau, Bahamas.

27.4 The Client can contact BankPro online or by phone:

<b>Website</b>	bankpro.com
<b>E-mail</b>	<a href="mailto:support@bankpro.com">support@bankpro.com</a>
<b>Phone</b>	+1 242 603 2226