



FxPro Financial Services Ltd

Terms and conditions

Effective from 1 April 2021

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PLEASE READ THE TERMS AND CONDITIONS (THESE **TERMS**) CAREFULLY ALONGSIDE OUR ORDER EXECUTION POLICY, CLIENT CATEGORISATION NOTICE, RISK DISCLOSURE NOTICE, PRIVACY POLICY, AND ANY OTHER DOCUMENTS THAT ARE AVAILABLE [ONLINE](#). IT IS IMPORTANT TO KEEP THESE TERMS AND POLICIES TO HAND IN CASE YOU NEED TO REFER TO THEM.

1. Welcome to FxPro Financial Services Ltd member of FxPro® Group

- 1.1 Thank you for opening an opening an account for securities trading and investing with FxPro Financial Services Ltd member of FxPro® Group. These Terms form the agreement between you and us. Affiliate entities within the FxPro® Group may offer you other services, which will be subject to separate terms and conditions between you and the specific company.
- 1.2 You must send us any orders for securities through the App or the Web Platform. We will be transmitting the orders to other third-party broker(s) for execution. In addition to being responsible for holding your funds, we will be clearing the relevant transactions in securities and will be doing the custody of the securities also.
- 1.3 To open, use and maintain your Account you need to meet certain eligibility criteria and pass our validations for the products and services that you request from us. Please refer to the [Eligibility and validations](#) section for details.
- 1.4 You agree to maintain only one Account with us for securities trading and investing.
- 1.5 You can fund your Account from your e-money account provided it has available balance. Any funds you transfer to your Account will be held in segregated accounts and will be safeguarded by FxPro Financial Services Ltd in line with the Cyprus Securities and Exchange Commission (**CySEC**) 'Client Money' rules. Any withdrawals from your Account will be credited in an e-money account designated by you. FxPro Financial Services Ltd is a member of the Investor Compensation Fund (**ICF**), which protects individuals and small companies that have invested money or financial instruments through a regulated investment company.
- 1.6 WE DO NOT PROVIDE INVESTMENT ADVICE AND/OR DISCRETIONARY MANAGEMENT SERVICES. YOU ARE SOLELY RESPONSIBLE FOR (A) YOUR INVESTMENT STRATEGY AND DECISIONS; (B) THE ORDERS YOU PROPOSE TO AND ENTER INTO; (C) THE COMPOSITION OF YOUR PORTFOLIO; AND (D) ANY RISKS RELATED TO SECURITIES TRADING AND INVESTING (INCLUDING LOSS OF CAPITAL). YOU CONFIRM THAT YOU ARE WILLING AND ABLE TO ASSUME THIS RISK. IF IN DOUBT YOU SHOULD SEEK INDEPENDENT ADVICE. THE SECURITIES AVAILABLE THROUGH THE APP AND THE WEB PLATFORM ARE NOT SUITABLE FOR EVERYONE. AN EXPLANATION OF THE MAIN RISKS ASSOCIATED WITH THESE ARE SET OUT IN THE 'RISK DISCLOSURE NOTICE' AVAILABLE [ONLINE](#) AND YOU SHOULD ENSURE THAT YOU FULLY UNDERSTAND SUCH RISKS BEFORE TRADING AND INVESTING IN SECURITIES.

1.7 The App, Web Platform and Account are provided on an ‘as-is’ basis. We cannot guarantee that the App, Web Platform or Account will be offered to you without interruption, error free, or will meet your individual requirements, or compatible with your hardware or software. We will, occasionally, be required to perform maintenance, planned or otherwise, which will affect or disrupt some or all the services. We will do our best to notify you before any maintenance and/or disruption to the services occurs. Where this is not possible, we will notify you as soon as possible afterwards.

2. About these terms

2.1 These Terms come into effect when you electronically accept them through the App.

2.2 We recommend that you read these carefully to understand all the terms that apply to you. There may be terms in this document that apply to specific products or services that you do not use. Those terms will not be part of the agreement we have with you. We will always be clear as to the terms that apply to certain types of products or services, so you will know which terms are part of your agreement. But if you are not sure you can contact us. You can find our contact details in these Terms or [online](#).

2.3 If, at any time, you need another copy of these Terms you will be able to find an updated version [online](#). If you prefer a paper copy of these Terms, you can always contact us, and we will send you one by post.

2.4 English language is the language for these Terms. Any non-English version of these Terms is provided for translation purposes only.

2.5 We also gave you these Terms before your Account was opened.

2.6 ONLY YOU AND WE ARE COVERED BY THESE TERMS. OUR SERVICES ARE NOT TO BE USED FOR BUSINESS PURPOSES. YOU MUST NOT PROVIDE FINANCIAL SERVICES WITHOUT BEING LICENSED TO DO SO. FOR EXAMPLE, YOU MUST NOT ASK OTHER PEOPLE TO TRANSFER THEIR MONEY TO YOU SO THAT YOU INVEST THEM ON THEIR BEHALF OR RECEIVE THEIR ACCESS CODES TO MANAGE THEIR ACCOUNT WITH US. PERFORMING FINANCIAL SERVICES, SUCH AS ASSET MANAGEMENT, IS A HIGHLY REGULATED SERVICE AND IS NOT PERMITTED WITHOUT HAVING THE APPROPRIATE LICENCES. IF IN DOUBT ABOUT WHETHER YOUR ACTIONS COULD BE DEEMED AS PROVIDING FINANCIAL SERVICES, YOU SHOULD SEEK PROFESSIONAL ADVICE.

Where to find what you need

What	Where
Securities trading and investing	These Terms

E-money account(s)	Please refer to the BnkPro Europe Ltd ¹ 'Terms and Conditions' available online .
Mastercard debit card(s)	Please refer to the BnkPro Europe Ltd 'Terms and Conditions' available online .

Glossary of terms

2.8

Term	Meaning
App	Means the BnkPro mobile app, which can be downloaded to any mobile device that supports it and allows you to make payments, transfer money between your e-money account(s), view your balances and recent transactions, do securities trading and investing and more.
Access Codes	Means the username and password chosen by you to access the Web Platform.
Account	Means your securities trading and investing account opened with FxPro Financial Services Ltd under these Terms. Your account can be accessed from the App and the Web Platform using your Security Details. Through the Account you can submit orders, check the trades history, portfolio holdings and view the Balance.
Balance	Means the money and value of the Financial Instruments in your Account.
Business Day	Means any day Monday to Friday excluding any bank holiday in Cyprus.
Fees and Charges	Means the fees and charges available online indicating our fees, commissions, charges, and interest rates (if applicable) to the services we provide to you.
Financial Instruments	Means the securities available through the App and the Web Platform.
Web Platform	Means the web platform made available by us to you for (among others) the submission of your orders and management of your Account.
Security	Means a transferable right that is issued by an issuer.

¹ BnkPro Europe Ltd (Registration number HE419655) is authorised by the Central Bank of Cyprus under the Electronic Money Laws of 2012 and 2018 (Licence number 115.1.3.48).

Security Details	Means passwords, personal identification numbers (PINs), security codes, Access Codes and biometric information (such as face, fingertip etc).
You, your, and yours	Means each individual who has been approved by us for an Account.
We, us and our	Means FxPro Financial Services Ltd, member of FxPro® Group, unless stated otherwise.
Website	Means bnkpro.com .

2.9 Regarding the meaning of certain words and phrases, the following apply 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) Capitalised 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', '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. You should ensure that you read these Terms in full.

3. Eligibility and validations

Eligibility criteria

- 3.1 To apply to receive our products and services you must be an individual - at least 18 years old - and have authority to enter into these Terms without violating any law or regulation by doing so. You confirm that you are not an agent acting for an undisclosed principal or third-party beneficiary.
- 3.2 You confirm that the information (including documentation) provided to us during the account opening process is correct.
- 3.3 We reserve the right not to accept your application and may reject your application to the extent permitted by law and without providing any reason for this.
- 3.4 If we discover that you do not meet the eligibility criteria, or if you inform us that you no longer meet them, we have the right to act.

Validations

- 3.5 You entitle us to rely on the information you provide to us.
- 3.6 You authorise us, directly or through third party providers, to use several technological and other means to validate such information.

4. Your categorisation

- 4.1 We will treat you as a retail client for the purposes of the rules of the CySEC unless we specifically notify you - in writing - to the contrary. You have the right to request a different client categorisation, although we are not obliged to agree to such request. However, if we agree to the request and you are re-categorised, you will lose the protection afforded by certain CySEC rules and you may be subject to different charges. More information can be found in our **Client Categorisation Notice** available [online](#).

5. Information we need from you and when we can share it

General

- 5.1 Before and during our business relationship, we will collect, use, process, disclose, transfer, and store your personal data in a number of different ways:
- (a) where you provide it to us directly;
 - (b) where we monitor use of, or interactions with, the FxPro® Group websites, any marketing we may send to you, or other email communications sent from or received by us;
 - (c) third party sources, for example, where we collect information about you to assist with 'know your client' checks as part of our client acceptance and other procedures; or
 - (d) publicly available sources.

We will do so as detailed in our **Privacy Policy** the most updated version of which can always be found [online](#). This is to fulfil our legal, regulatory, or risk management obligations.

- 5.2 It is important that your personal data are accurate and complete at all times.
- 5.3 If you are no longer happy for us to collect, use, process, disclose, transfer, and store your personal data, we will have to stop providing you with our services. However, we may keep your personal data and use it where we have lawful grounds to do so. For example, if we need to retain your personal data in our records for regulatory purposes.

Changing or updating your personal details

- 5.4 It is important that you tell us, as quickly as possible, if anything changes to your personal or other data. This includes changes to your home address, contact details, nationality, economic profile and tax related information.
- 5.5 From time to time, to comply with our regulatory obligations, we may need to ask you to send us information or documentation. If we do, and you do not provide it to us as soon as you can, we may need to refuse your access to the App or close your Account.

Tax information and reporting

- 5.6 We will collect certain tax information from you. We may share this with the Cyprus tax authorities and tax authorities in other countries, where needed. You need to contact us, as soon as possible, if any of your tax circumstances change (for example, if you changed country of residence). Some countries tax laws may apply to you even if you are not a citizen or do not live there. If we ask you for any information, which is required for us to comply with our tax reporting obligations, you must provide this to us quickly, otherwise we may need to close your Account.
- 5.7 In certain circumstances, we may be required to withhold from your Account an amount to pay the tax authorities.
- 5.8 We cannot advise you on tax and, if in any doubt, you should speak to an independent tax advisor. Tax laws and their interpretation is subject to change. You will always be responsible for the payment of all taxes due and for providing any relevant tax authority with any information relating to your dealings with us.
- 5.9 YOU REPRESENT TO US THAT YOU ARE NOT A US PERSON. NATURAL PERSONS THAT ARE RESIDENTS OF THE UNITED STATES OF AMERICA OR OTHERWISE QUALIFY AS 'US CITIZEN', 'PERMANENT RESIDENT', 'RESIDENT ALIEN' OR 'US PERSON' AS DEFINED IN THE APPLICABLE RULES AND REGULATIONS MUST NOT USE OUR SERVICES. YOU SHALL INDEMNIFY US AGAINST ANY LOSS OR DAMAGE THAT ARISES IF YOU WERE TO VIOLATE THIS PROHIBITION.

6. Our services

Overview

- 6.1 We will provide the following services to you:
- (a) Facilitating the conclusion of transactions in Financial Instruments by receiving and transmitting your orders to third-party brokers and arranging for the settlement of the same.
 - (b) Holding client money in segregated accounts and providing custody services.

- 6.2 Before providing our services, we will ask you to complete an appropriateness test. Through the appropriateness test, we will ask you to consider your knowledge and experience in relation to investing in Financial Instruments. If you indicate that your knowledge and/or experience are limited, we will warn you about this and ask you to confirm that you understand the risks of investing in Financial Instruments before proceeding.
- 6.3 NONE OF THE INFORMATION, RESEARCH, OR OTHER MATERIALS PROVIDED BY US, DIRECTLY OR INDIRECTLY, OR AVAILABLE ONLINE CONSTITUTES ADVICE, A RECOMMENDATION, OR A SOLICITATION TO BUY OR SELL SECURITIES. YOU ARE RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS ASSOCIATED WITH THE USE OF ANY INFORMATION/MATERIAL PROVIDED BY US BEFORE MAKING ANY DECISIONS BASED ON SUCH INFORMATION/MATERIAL. YOU AGREE NOT TO HOLD FXPRO OR ANY THIRD-PARTY PROVIDER LIABLE FOR ANY POSSIBLE CLAIM FOR DAMAGES ARISING FROM ANY DECISION YOU MAKE BASED ON THE INFORMATION/MATERIAL MADE AVAILABLE TO YOU. WE CANNOT GUARANTEE THAT INFORMATION/MATERIAL PROVIDED TO YOU IS - AT ALL TIMES - CORRECT. IT IS YOUR RESPONSIBILITY TO ALWAYS REVIEW - CRITICALLY - THE INFORMATION PROVIDED TO YOU 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).
- 6.4 You are obliged to use our services in a careful and prudent manner. You must not enter into significant transactions or positions in Financial Instruments, which you do not sufficiently understand the effect of, or which might result in a higher risk than what is proportional to your financial position.
- 6.5 For details regarding the facilitation of transactions, please refer to our **Order Execution Policy** available [online](#).
- 6.6 Where applicable, we will also provide you with Key Investor Information Documents (**KIID**) for informative purposes only. The KIID is a regulatory document prepared by the exchange traded fund (**ETF**) fund manager, which explains in summary the investment policy, the main risks, the costs and charges, the past performance and where you can find additional information on the ETF.

Your Instructions

- 6.7 We will act on your instructions, unless we believe that:
- (a) an instruction - if executed - will cause the funds of your Account to become insufficient and therefore you 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 we reasonably consider to be necessary);
 - (b) the instruction has not been made by you;
 - (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 us being in breach of any laws or regulations.

Trade confirmations and statements

- 6.8 We will confirm the execution of an order by transmitting an electronic confirmation to you through the App or Web Platform. Trading statements are available through your Account on a real time basis. You agree to accept electronic trade confirmations and statements instead of printed ones. You understand 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.
- 6.9 You must notify us by telephone at the telephone number(s) specified [online](#) or by e-mail to the Support Department as soon as reasonably possible after you become aware, or should have become aware, that: (1) you have failed to receive an accurate confirmation of an execution or cancellation; (2) you have received a confirmation that is not consistent with your order(s); (3) you have received confirmation of execution of an order that you did not place; or (4) you have received a confirmation, Account statement, or other information reflecting inaccurate orders, trades, account balances, securities positions, funds or transaction history.
- 6.10 In the event that we confirm an execution in error, and you unreasonably delay in reporting such error, we reserve the right to require you to accept the trade, or to remove the trade from your Account. You understand and agree that we may adjust your Account to correct any error. You agree to promptly return to us, as the case may be, any assets distributed to you to which you were not entitled.

Compliance with CySEC rules

- 6.11 You represent that you will abide by the CySEC rules. Examples of behaviour that is illegal can be found below:
- (a) Insider dealing - means that you possess 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 you act (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.
- 6.12 Many different strategies are deemed to be market abuse. Be aware of the meaning of this term when considering your orders. When in doubt, it is advisable to seek professional advice.

7. How the app and web platform work

- 7.1 You will be able to manage your Account through the App and Web Platform.

- 7.2 You can check the balance of your Account and access a record of all orders, and more by accessing the App and Web Platform.
- 7.3 You are responsible for ensuring that the system through which you are accessing the App and Web Platform (including the equipment and software) conforms to the minimum technical requirements described online.
- 7.4 To ensure complete and proper access to your Account, you agree to maintain the latest version of the App and Web Platform on your mobile device and computer, respectively. If you make unauthorised modifications to your mobile device and computer, such as by disabling hardware or software controls (for example, through a process sometimes known as 'jailbreaking'), your mobile device and computer may no longer be eligible to access or manage your Account. You acknowledge that use of a modified mobile device or computer in connection with your Account is expressly prohibited, constitutes a violation of these Terms, and could result in us denying or limiting your access to or closing your Account as well as any other remedies available to us under these Terms.

8. How your account works

Transfers into your account

- 8.1 You can transfer into your Account any amount using the App.
- 8.2 You may use your Account for securities trading and investing. You may not use or permit your Account to be used for any illegal purpose, including in connection with unlawful or illegal goods or services.

Transfers into your account by mistake

- 8.3 If we transfer into your Account an amount by mistake or because of a system error, we will automatically take it out. If you have insufficient funds in your Account, you will have to repay us the relevant amount. If you use any funds sent to you by mistake, we will have a claim on those funds, together with any profit derived from the use of those funds, on behalf of the beneficial owner. In the same way, we will not compensate you for any losses incurred by you because you used the said funds.

Transfers to your account

- 8.4 You can transfer money to your Account, through the App, if you have sufficient funds to cover the full amount of the transfer. If you do not, we will refuse the transfer. If, for some reason, your transfer is permitted despite insufficient funds you are responsible for repaying us. Otherwise, your Account 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.

- 8.5 We will treat a transfer to your Account as being authorised by you when you use your App to instruct such a transfer.
- 8.6 You are responsible for ensuring that you have enough Balance in your Account to cover all orders.

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

- 8.7 If you are in arrears or owe us any money for any reason, we may set off amounts you hold with us, against the amounts you owe us. We will only exercise this right where we consider it reasonable to do so and, where practicable, once we have given you notice in advance.

To the extent permitted by law, where we say ‘we’ in this section we mean FxPro Financial Services Ltd and any FxPro® Group company.

When we might stop or reject transfers

- 8.8 Notwithstanding any other clause in these Terms, we might temporarily stop to investigate or reject a transfer into/out of your Account if it is necessary for security, legal or other reasons. For example, we might temporarily stop or reject a transfer because:
- (a) of lack of available balance in your e-money account(s)
 - (b) of errors, failures or refusals of any third party
 - (c) of legal or regulatory reasons (including causing us to breach a court order)
 - (d) it exposes us 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 your details or mobile device
 - (g) we have reasonable grounds to believe that you are in breach of these Terms.
- 8.9 We will tell you if this happens and why unless there is a legal reason, which prohibits us from doing so.

What to do if you need someone else to look after your accounts

- 8.10 There may be circumstances (for example, in case of physical disability or mental incapacity) when you need to allow someone else to access or run your Account on your behalf.
- 8.11 If you need to do that it is important that you contact us in advance (i.e., before allowing a person to operate your Account).

9. Use of market data

- 9.1 All market data found in the App, Web Platform and [online](#) is powered by [Refinitiv](#) based on a limited, non-exclusive, revocable, non-transferable licence to use the data solely for your

own non-commercial entertainment purposes. We are not responsible for any use of content by you outside its scope as stated in these Terms.

- 9.2 Any market data that you receive [online](#) is - at best - delayed intraday data and not real-time. Share price information may be rounded up/down and therefore not entirely accurate. The same applies for any data that you receive through the App and Web Platform unless you successfully subscribe to receive such data on a real-time basis.
- 9.3 ALL MARKET DATA IS PROVIDED TO YOU 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 US AND IS NOT INTENDED TO BE RELIED UPON BY YOU IN MAKING (OR REFRAINING FROM MAKING) ANY SPECIFIC INVESTMENT OR OTHER DECISIONS.
- 9.4 The market data can only be received and used by you, provided that:
- (a) you will be responsible and liable for compliance with these Terms at all times
 - (b) you agree, where requested, to provide accurate and complete information to us or to the third parties, or their appointed agents, from whom we receive the market data regarding your access to, and use of, the market data
 - (c) you allow us and third parties, or their appointed agents, from whom we receive the market data, access to your premises at reasonable times and on reasonable notice in order to inspect and audit your access and use of the data.
- 9.5 We, or third parties, may terminate and/or suspend your access to the market data immediately, in full or in part, at any time.
- 9.6 The market data and any and all rights of any kind are the property of third parties that provide the data to us; third parties incur considerable cost and expense and expend considerable effort in generating and providing the same.
- 9.7 A breach by you of any of the terms of this section may result in irreparable and continuing damage to these third parties, for which there may or will be no adequate remedy at law. In the event of such breach, the third parties will be entitled to apply for injunctive relief and/or a decree for specific performance and such other and further relief as may be appropriate.
- 9.8 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. FxPro 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 FxPro 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.

- 9.9 Save as provided in the paragraph above, you 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 FxPro and third parties from which FxPro receives the market data, their members, business or markets into disrepute.
- 9.10 You acknowledge and consent that real time market data fees will be deducted from your Account accordingly without obtaining any additional consent from you.

10. Shareholders' meetings and corporate actions

- 10.1 For corporate actions that require a choice from you, we will exercise best efforts to timely send you an email in which we invite you to provide us with your instruction. This includes your 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 us on a best effort basis.
- 10.2 You can submit corporate action instructions by e-mail to our Corporate Instructions Desk (invest@bnkpro.com). We must be provided with any corporate action instruction before the deadline. The deadline is the date and time specified by us and may differ from the date and time specified by the issuer so that we have sufficient time to process your instructions. You can change the choice that you made for a corporate action until the deadline. If the terms of a corporate event require an election to be made on behalf of our entire nominee holding in a company, we may not offer an option to you, where it is reasonable to do so. We will try to give you an alternative option but cannot guarantee that this will match the options offered by that company.
- 10.3 Share blocking may be applicable for certain corporate actions such as acquisition bids when you decide to accept the bid. After realisation of the bid, you will receive the offered amount/securities in exchange for the securities that have been bought from you on the payment date.
- 10.4 We do not have any obligation to take any action if we do not receive specific written instructions from you. It is entirely your own responsibility, if you fail to timely provide such instructions.
- 10.5 Where a corporate action results in a fractional entitlement to a part of a share, then we will aggregate those fractional entitlements and sell such fractional shares and credit your Account with a cash value.
- 10.6 We will reflect a corporate action on your Account - as soon as practicable - after we have received confirmation that the corporate event has been completed from our custodian(s).

11. Fees, charges, and taxes

- 11.1 The Fees and Charges for our services are available [online](#).
- 11.2 We may unilaterally alter our Fees and Charges at any time, in line with the general situation and customary practices. We will inform you of such Fees and Charges in advance through the App or in writing through e-mail or by any other appropriate means.
- 11.3 When you trade Financial Instruments denoted in a currency different than your Account currency, we will exchange cash funds between the base currency and the other currency through spot foreign exchange transactions. You will pay us a transaction fee, in the form of spread, for each foreign exchange transaction. We may modify the exchange fee upon notifying you - a notice can be made online or otherwise.
- 11.4 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. You may also incur additional Fees and Charges in the case of delayed or failed settlement of a transaction. Any such amounts will be your responsibility and - where appropriate - will be deducted from your Account.
- 11.5 You must pay, or reimburse, us for any Fees and Charges applicable, now or in the future, relating to our services pursuant to these Terms.
- 11.6 Dividends received may be subject to withholding tax at source. In case you are resident in a country where due to tax treaties you may be entitled to a reduced withholding tax, it is your responsibility to take the necessary actions to reclaim any withheld tax.
- 11.7 We may, at any time and without notice, sell Financial Instruments or other assets held by us or any associated company in custody or Financial Instruments which we control on your behalf, to discharge any or all of your obligations towards us, as these arise under these Terms. If we must sell Financial Instruments held on your behalf to meet your obligations towards us, we will charge commission and any other applicable charges and taxes. You will continue to be responsible to repay us any outstanding balance that is due after we sell the Financial Instruments. The difference in value will become payable to us immediately.

12. How to keep your account and security details secure

- 12.1 You must always use the App and Web Platform in a careful and prudent manner and access them from a secure, safe, and virus-free mobile device and computer, respectively.

- 12.2 You need to ensure that you do everything possible to stop your Account from being misused. You can do this by keeping your mobile device, Account and Security Details (including Access Codes) safe and confidential. For example, you should not:
- (a) let others use your mobile device or computer
 - (b) leave your mobile device or computer unattended while you are logged into the App
 - (c) do not choose Security Details that can be easily guessed
 - (d) share or let anyone know your Security Details
 - (e) delete any biometric access from a mobile device or computer that could be used by someone else to access your Account
 - (f) before passing on your mobile device or computer to another person (for example, if you sell your mobile or send it to be repaired) delete any relevant details.

You can find [online](#) several other tips on how you can protect your Account and personal data.

- 12.3 If you suspect that someone else knows your Security Details, please change them immediately and contact us to inform us accordingly.
- 12.4 We are unable to know if another person has entered, or is entering, orders using your Account. Any orders submitted through your Account remain your responsibility even in the case of unauthorised access of your Account by a third party.

13. When we might block access to your account

- 13.1 The safety and security of your personal data is important to us. We will do everything we reasonably can to stop any unauthorised access to your Account. It is important that you do the same.
- 13.2 For your protection and the protection of your money with us we will restrict or block, if needed, your access to your Account. If you suspect that another person - without your authority - accessed or used your Account, please contact us immediately.
- 13.3 If we have any security concerns, we might block your access to your Account. We might also do this if we are concerned about unauthorised or fraudulent use of your Account.
- 13.4 Before blocking your Account, we will try to contact you unless we are unable to do so because of legal or security reasons. We will reinstate your access as soon as the issues for blocking your Account are resolved.
- 1.1 If, in our sole discretion, we believe that you have been involved in any fraud or crime or violation of laws or regulations, or you are otherwise involved in any suspicious activity (whether victim or perpetrator or otherwise), we may block your Account and liquidate funds or assets (if necessary).

- 13.5 If we block your Account, it means that you will generally not be able to buy or sell any new Financial Instruments, but you will be permitted to sell any Financial Instruments we already hold for you.
- 13.6 You will also not be able to deposit additional funds in your Account, but you will be permitted to withdraw existing funds from your Account. We may not notify you that your Account has been blocked, but we will notify you in case your Account is terminated.

14. When we might do changes to these terms

When we will tell you in advance

- 14.1 From time to time, we might do changes to these Terms relating to, for example
- (a) our products or services
 - (b) laws or regulations.

If we do a change that is not to your benefit, we will always give you notice.

What you can do when we tell you about a change

- 14.2 If you do not tell us that you want to close your Account before the change takes, we will assume you have accepted it. Any changes to these Terms become effective at the end of the notice period, as indicated in the relevant communication.
- 14.3 If you do not accept the change and you inform us about it, you can close your Account without any penalty.

When we will not tell you in advance about a change

- 14.4 If a change to these Terms benefits you, we might tell you after we have made a change.

15. Keeping your money safe

- 15.1 We will treat your money according to the CySEC 'Client Money' rules. This means that your money will be kept separate from our own. When we receive your money, we will place it into a dedicated client bank account held at a regulated credit institution. This is known as 'safeguarding' and protects your money in the unlikely event that we become insolvent. In the unlikely event that the credit institution becomes insolvent, your money may be at risk.
- 15.2 Your money will be pooled with money belonging to other clients of ours in a segregated account. Therefore, no single client will have a claim against a specific sum in a specific segregated account in the event of insolvency.

- 15.3 In general, accounts held with credit institutions, including omnibus accounts, face various risks, including potentially being treated as one account in case the credit institution defaults. Under such circumstances, the enforcement of the national deposit guarantee scheme may apply without consideration of the ultimate beneficial owners of an omnibus account. The funds held in the omnibus segregated accounts may be exposed to obligations of FxPro connected with the positions of other clients.
- 15.4 We will exercise reasonable skill, care and diligence in the selection, appointment and periodic review of the credit institutions we will hold client money with. To this end, we consider the credit rating of the institution(s) prior to depositing any client money and take reasonable steps to periodically monitor their credit risk. We may use multiple institutions to ensure diversification and allocate internal percentage limits for each institution we decide to use.
- 15.5 We will not pay any interest on any client money held on your behalf, regardless of whether we receive interest on those deposits from the financial institution(s) with which we hold the funds.
- 15.6 You can deposit/withdraw funds in your Account through the App and specifically your e-money account. When you transfer funds to us, the funds will be credited to your Account, net of any transfer fees, after the transfer is cleared and settled. All withdrawals from your Account will be credited to your e-money account.
- 15.7 We may request additional information and/or documentation at any time to be satisfied that your dealings with us, including transfers, are legitimate, or for any other reason. It is your responsibility to provide us with complete and accurate information. If you fail to do so there may be delays in a transfer instruction being processed, and/or it may even be rejected. We may decline any transfer request where we believe that such request may lead to a breach of any legal and/or regulatory obligation.
- 15.8 If we reject a transfer, we may return the funds to your e-money account, net of any transfer fees or charges, which we may incur.
- 15.9 If you buy an instrument, you will be responsible to pay the consideration for the transaction, plus any commission payable and all applicable charges and taxes. These will be deducted from your Account and held by us pending settlement, however these will not be treated as client money on the day of expected settlement. It is always your responsibility to ensure that sufficient cleared funds are available in your Account to satisfy settlement of any transaction plus any commission, charges and taxes associated with that transaction. If you sell an instrument, the consideration for the transaction, less any commission and all applicable charges and taxes to that transaction, will be available in your Account for reinvestment, but will not be available for withdrawal from your Account until the transaction has settled.

- 15.10 If any amount is due from you to us, then such amount will be deducted from your Account and we will consider the obligation as satisfied and discharged. We reserve our rights on any obligation, which cannot be satisfied due to - for example - insufficient funds in your Account.
- 15.11 Where your Account is inactive for a period of 6 years with a positive balance (i.e., there are funds available in your Account), and you fail to be contacted after we take all reasonable steps to do so, we will have the right to cease treating those funds as client money and will transfer them either to a suspense account or to a charity of our choice. An account will be considered inactive when, during a 6-year period, no transactions have been carried out by you or any authorised person. In such circumstances, we will unconditionally undertake to pay you a sum equal to the relevant client money balance paid away if you seek to claim the client money balance in the future.
- 15.12 FxPro Financial Services Ltd is a member of the ICF, which protects individuals and small companies that have invested money or financial instruments through a regulated investment company. The ICF may compensate each person for up to EUR20.000 if the investment company cannot meet its obligations after it has been declared bankrupt. You can learn more about this by visiting the Central Bank of Cyprus website at <https://www.centralbank.cy/>.

16. Keeping your financial instruments safe

- 16.1 Custody of Financial Instruments is always in book entry form, by crediting them to an omnibus account. We do not, therefore, hold securities for you 'physically' (i.e., in a safe). We may use sub-custodians who will be holding your Financial Instruments on our behalf in omnibus accounts. An omnibus account is an account that is used by us to hold the Financial Instruments for all or at least one or more of our clients (i.e., mingled together).
- 16.2 We segregate Financial Instruments we hold for you in such a way that they cannot be accessed by our creditors, even if we were to be declared bankrupt. From a legal and regulatory perspective, this is known as 'asset segregation' and serves to protect your investments.
- 16.3 We also require our sub-custodians to provide asset segregation to protect your 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.
- 16.4 We may enter arrangements to borrow money by third-party brokers to ensure that there are always sufficient funds available to smoothly execute your orders. To do so, those third parties require security (often referred to as 'margin' or 'collateral') in case we are not able to meet our obligations when executing your orders with them. We provide such security by posting cash margin with these third parties from our 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.

- 16.5 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. We have not granted any rights to third-party brokers related to any of your Financial Instruments that are fully settled. You give us the explicit approval to grant the above rights to third parties.
- 16.6 We hold your money and your Financial Instruments with third parties, such as credit institutions and custodians/sub-custodians. In case a third-party default, our obligation towards you is limited to what we receive from this third party in relation to such money and Financial Instruments and we are not liable for loss due to the shortcomings of any such third party, unless damage resulted because of the gross fault of FxPro in selecting and monitoring the third party with sufficient diligence.
- 16.7 If we are unable to meet our obligation in regard to your money and/or Financial Instruments we hold, you may be entitled to compensation from the ICF. You can learn more about this by visiting the Central Bank of Cyprus website at <https://www.centralbank.cy/>.

17. Conflicts of interest and inducements

- 17.1 When we provide you the services, it is unavoidable that conflicts of interest may occur. For example, between us and you or between you and other FxPro clients. We will make all reasonable efforts to recognise such conflicts of interest and prevent or control them.
- 17.2 We have established a policy and certain procedures for the identification and management of conflicts of interest. A summary can be found in the **Conflicts of Interest Policy** available [online](#). If, despite the and procedures, a conflict of interest may reasonably be expected to damage your interests, we will inform you accordingly.
- 17.3 We solely receive a remuneration from our clients. Specifically, we do not receive any inducements in relation to the services that we provide to you. Employees of FxPro may receive minor non-monetary benefits from third parties.

18. An extraordinary event or circumstance beyond our control (known as 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 our opinion, prevents us from providing you access to a market in one or more of the Financial Instruments in respect of which we ordinarily provide our 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 we ordinarily provide our services;
- (c) the occurrence of an excessive movement in the price of any instrument or our anticipation (acting reasonably) of the occurrence of such a movement;
- (d) any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; or
- (e) failure of any relevant supplier, intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations.

18.2 Where we determine - in our reasonable opinion - that an extraordinary event or circumstance occurred, we will inform the CySEC (where needed) and take reasonable steps to inform you.

18.3 If, we determine that, an extraordinary event or circumstance exists we may - at our absolute discretion - without notice and at any time:

- (a) treat any outstanding proposed transaction or instruction to deal as having been cancelled and terminated;
- (b) sell any Financial Instruments held by us on your behalf at the prevailing market price, at our 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 us to comply with the term(s) in question.

19. Who is responsible if one of us does something wrong (known as 'liability')

19.1 We will always try to act in line with these Terms. We will refund you if you lose money because of something we have done wrong or failed to do. We will only refund you the obvious loss you have suffered.

19.2 WE WILL EXERCISE BEST EFFORTS TO ENSURE YOU CAN ACCESS OUR SERVICES THROUGH THE APP AND THE WEB PLATFORM, BUT WE DO NOT GUARANTEE THEIR CONTINUOUS AND FAULTLESS OPERATION. WE ARE AUTHORISED TO TEMPORARILY SUSPEND ACCESS TO THE APP AND WEB PLATFORM, FOR INSTANCE IN CONNECTION WITH MALFUNCTIONS OR MAINTENANCE. WE WILL ONLY MAKE USE OF THIS RIGHT WHERE WE DEEM THIS NECESSARY FOR YOUR AND/OR OUR PROTECTION, THE PROVISIONING OF PRICES AND PROPER/ORDERLY

FUNCTIONING OF THE MARKETS. YOU ARE RESPONSIBLE FOR MAINTAINING ALTERNATIVE ARRANGEMENT FOR SECURITIES TRADING AND INVESTING IN ADDITION TO YOUR ACCOUNT.

- 19.3 We are not responsible, and we will not refund you for loss that was not directly caused by us. For example, if you incurred losses because of:
- (a) any changes we do that affect the App, Web Platform and/or your Account and resulted from us fulfilling our legal or regulatory obligations or other mandatory rules.
 - (b) an unusual and/or unforeseeable event outside our control (for example, industrial action or the failure of mechanical or electronic systems such as hardware or software failure)
 - (c) your inability to access the App or Web Platform
 - (d) sharing your 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) your negligence or fraud
 - (g) breaching any of our Terms, policies, or procedures.

Also, we will not refund you for loss that resulted from any planned or essential maintenance to our systems.

- 19.4 IN CASE DAMAGES ARE CAUSED BY OUR INTENDED OR GROSS NEGLIGENCE AND WILFUL FRAUD OR FRAUD, WE ARE LIABLE, BUT ONLY ACCEPT 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 OUR LIABILITY FOR DAMAGES TO LIFE, BODY AND HEALTH.

- 19.5 NEITHER US NOR ANY OF OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, ASSOCIATES, OR AGENTS SHALL BE LIABLE TO YOU 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.

- 19.6 You can only register once. If we identify in our systems multiple active registrations for you, we will merge and/or terminate the additional registrations.

- 19.7 You shall compensate us on demand for all liabilities, costs, expenses, damages (including reputational) and losses (including any direct, indirect, or consequential losses), and all interest, penalties and professional costs and expenses incurred by us because of:
- (a) your breach or default when fulfilling your obligations under these Terms
 - (b) the provision by you of any false or misleading information/documentation to us.

- 19.8 YOU AGREE TO HOLD US AND OUR DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, ASSOCIATES, AND AGENTS HARMLESS AGAINST ANY COSTS, EXPENSES, LOSSES, CLAIMS, LIABILITIES OR DAMAGES THAT RESULT FROM YOUR USE OF THE SERVICES.

20. How we or you can end these Terms

- 20.1 These Terms will be effective until you or us, decide to end them. By ending these Terms your access to the App will cease and your Account will close.

When we can end these terms

- 20.2 There might be times when we must end these Terms **immediately without giving you advance notice** if:
- (a) you were not eligible to enter into these Terms at the time you did
 - (b) your circumstances changed and you can no longer be bound by these Terms
 - (c) you have seriously and/or continuously breached any part of these Terms
 - (d) you failed to provide us with the requested information/documentation
 - (e) you provided us with inaccurate or false information/documentation
 - (f) you behaved inappropriately to us/our employees
 - (g) you have been using our services for illegal or fraudulent purposes
 - (h) you have been using our services for a purpose not covered by these Terms
 - (i) you have done something that might expose us to action or censure from any government, regulator or law enforcement agency.

We may also do this for legal or regulatory reasons.

- 20.3 If it is reasonable, we might end these Terms for any other reason **by giving you a 14 day notice**. For example, if your Account becomes dormant (i.e., you have not accessed it for 12 months or more), but we will inform you in advance about it.
- 20.4 We may terminate these Terms **with immediate effect**, notwithstanding any other action we may take pursuant to these Terms, in the event of:
- (a) a breach of any part of these Terms by you
 - (b) incorrect information provided by you when entering into these Terms
 - (c) a breach of any applicable law by you, including, but not limited to any applicable anti-money laundering laws and regulations
 - (d) your Balance or any other assets being seized, confiscated, or recovered in another manner
 - (e) an extraordinary event or circumstance, which has occurred and continues for 5 Business Days
 - (f) you passing away
 - (g) our default.

When you can end these terms

- 20.5 During a period of **14 days from the day these Terms become effective**, you can choose to end them free of charge, by contacting us.
- 20.6 You can also end these Terms at any time thereafter, by contacting us.
- 20.7 If you decide to end these Terms whilst we or any other third party conduct an investigation, we may block your Account instead until the investigation is completed.

What happens when these terms end

- 20.8 Before these Terms end, we will send you your money to a designated account minus any charges which have not been applied.
- 20.9 After closing your Account, if we cannot transfer - to a designated account - any available credit balance in your Account and such balance remains unclaimed for 6 years after these Terms are terminated - despite us making reasonable attempts to reach you - our obligation to transfer back to you the available balance in your Account ceases to apply.
- 20.10 The termination of these Terms shall be without prejudice to any other rights or remedies we or you may have under any applicable law.
- 20.11 Prior to termination, any security holdings will need to be liquidated as we cannot transfer the custody of your securities to another broker. Any amounts due to us including taxes due will be deducted from your Balance prior to termination. In case you fail to sell your security holdings during the 14 Business Days' notice of termination, we will be selling your holdings on your behalf. In case of termination - with immediate effect - we have the right to sell your security holdings without providing you with any notice.
- 20.12 In case of termination, we reserve the right to return the Balance in your Account to your e-money account, at our own initiative.

21. How to make a complaint

- 21.1 If our service is not what you expected or we made a mistake, please contact us. We will investigate what happened and we will try to put things right as quickly as possible.
- 21.2 We will acknowledge your complaint within 3 Business Days, and we will send you a response in writing when our investigation is completed.
- 21.3 You can find more details about our Complaints Handling Procedure that is available on the Website.

- 21.4 If you are unhappy with how we have dealt with your complaint, you can refer it to the Financial Ombudsman Service (**FOS**) by following certain steps outlined in their website. The FOS is an independent organisation that helps to resolve complaints.

Website	http://www.financialombudsman.gov.cy/
Phone	+357 22 848 900

- 21.5 You may also be able to use the European Commission's online dispute resolution platform. You can get more information and access this at <https://ec.europa.eu/consumers/odr/>.

- 21.6 If you believe we have not met all legal requirements under the applicable regulations, you can complain to the CySEC. These regulations state for example when we need to respond to your complaint by.

Website	https://www.cysec.gov.cy/en-GB/investor-protection/how-to-complain/
Phones	+357 22 506 600

22. The laws that apply

- 22.1 These Terms are subject to the laws of Cyprus. Any claims relating to the dealings between us, and you can be heard in the courts of Cyprus.

23. General

Transfer of rights and obligations

- 23.1 We may transfer our rights and obligations under these Terms to another company if we inform you about it and your rights are not affected. You cannot transfer to anyone else any of the rights or obligations you have as part of these Terms.

Service providers

- 23.2 We may use service providers in connection with providing your Account or services related to your Account. In doing so, we may permit one or more of our service providers to rely on any right that you have granted to us.

Our intellectual property

- 23.3 All content included in or made available through the App, Account, 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 our property or the property of an FxPro® Group entity and is protected by local and international intellectual property laws and treaties.

Severability

- 23.4 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

- 23.5 These Terms constitute the entire agreement between us and you and supersede, extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us and you whether written or oral.

Our delay or inaction

- 23.6 If we fail or delay to exercise any right or remedy provided under these Terms or by law it does not mean that we waive that right, or any other right or remedy, nor we 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 us from further exercising that right, or any other right or remedy.

24. Information about us

- 24.1 The trading and investment services in securities are provided to you by FxPro Financial Services Ltd member of FxPro® Group. FxPro Financial Services Ltd is registered in Cyprus (Registration number HE181344) and is authorised and regulated by the CySEC (Licence number 078/07).
- 24.2 Your e-money accounts and related services are provided to you by BnkPro Europe Ltd member of FxPro® Group. BnkPro Europe Ltd is registered in Cyprus (Registration number HE419655) and is authorised by the Central Bank of Cyprus under the Electronic Money Laws of 2012 and 2018 (Licence number 115.1.3.48).

24.3 The business address of BnkPro Europe Ltd and FxPro Financial Services Ltd is Karyatidon 1, Ypsonas, Limassol, 4180 Cyprus.

24.4 You can contact us online or by phone.

Website	bnkpro.com
E-mail	support@bnkpro.com
Phone	+357 25 969 222

25. Getting in touch

How we will contact you

25.1 If we need to reach you, we will e-mail you to the e-mail address you registered with us. We may also call you on your mobile or send you text messages to the most recent number you have given us. We may send you notifications through the App too. We will communicate with you in English. If we do contact you, we will never ask you to give us, or any other person working for us, your full Security Details.

It is important to inform us when any of your contact details change. If you do not, we may not be able to contact you to tell you about changes affecting your Account.

How you can contact us

25.2 If you have any questions about these Terms or need to get in touch with us, please contact us:

Website	bnkpro.com
E-mail	Customer Support enquiries support@bnkpro.com
	Order enquiries invest@bnkpro.com
	Corporate instruction enquiries invest@bnkpro.com
Phone	+357 25 969 222

25.3 You can find our current opening hours on the Website. Any communication you sent outside business hours will be read on the next Business Day.

25.4 You may provide information/ documentation to us:

- through the App,
- by email through your registered e-mail address, or

- by phone (where applicable).
- 25.5 We may - from time to time - restrict the provision of certain information to only one of the methods mentioned above.
- 25.6 Any communication sent by us to you is intended to be received by you only. You are responsible for keeping any information we send you as private and confidential.
- 25.7 We record and archive telephone discussions among you and us for training and other purposes. Such recordings, which are kept for a specific period - but no longer than required or permitted by law - may be used as evidence in any judicial, arbitral or regulatory proceedings. You consent to such recordings. You are not entitled to cite in your favour any technical defect in the telephone recording system, or the fact that a discussion was not recorded.
- 25.8 In addition to telephone discussions, we may also be monitoring and recording e-mails between you and us. Both telephone discussions and e-mails may be subject to storage by us and third parties we cooperate with - in line with our **Privacy Policy**.
- 25.9 Please be aware that transmitting information using electronic communication such as e-mail cannot be regarded as secure because information can be intercepted, amended, corrupted, lost, destroyed, contain viruses, arrive late or incomplete. We will not be responsible for any errors, omissions or damages resulting from the use of such electronic communication except where we fail to exercise reasonable care, prudence, and diligence.

How we will ensure it is you

- 25.10 When calling you about your Account, we will ask you some security questions - this is to ensure that indeed we talk to you. We will never ask you to reveal to us any of your Security Details.
- 25.11 We will consider as genuine any request coming from the App, which you can only use after entering any of your Security Details.