

**HOT** option

Customer agreement

The present Terms and conditions (hereinafter referred to as “the Agreement”) regulate the relations between FBS MARKETS INC, Suite 5, Garden City Plaza, Mountain View Boulevard, BELMOPAN, Belize, C. A. (hereinafter referred to as “the Company”) and the customer (an individual person or a legal entity) (hereinafter referred to as “the Client”) of the www.hotoption.com website (hereinafter referred to as “the Website”).

### **1. Terms used**

Service – services listed in p.3 of the present Agreement.

Operation – an action on the Client’s Account that involves, but is not limited to, making a deposit, making a withdrawal, opening and closing a trading order.

Account – a unique personified register of transactions/operations in the Company’s trading platform.

### **2. The subject of the Agreement**

The subject of the present Agreement is providing Services to the Client by the Company in accordance with the present Agreement.

The Client unconditionally accepts all provisions of the present Agreement by making an advance payment to their Account. From the moment the Client accepts the provisions of the Agreement, every operation performed by the Client in the trading platform becomes a subject of the present Agreement and other documents/information on the Website.

Note for Clients from the Russian Federation.

For avoidance of doubt, the present Agreement was not made in the Russian Federation. The present Agreement was made in Belize. Regardless of the fact that the provisions of the present Agreement are regulated by the Belize law, and for avoidance of doubt, the services provided to the Client by the Company are not to be considered as forex dealer activities as it is defined in article 4.1 of the Federal Law from 22.04.1996 N 39-FL “On the securities market”. According to the provisions of the present Agreement, within the framework of the Agreement, the Client can under no circumstances take up responsibilities exceeding the financial guarantees provided by the Client (funds on the Client’s account). The parties confirm that the present Agreement is not covered by the Russian Federation law, which does not deprive the parties of the right to make the present Agreement, according to p.2 of article 421 of the Civil Code of the Russian Federation, while the provisions of the present Agreement are regulated by p.8 of the present Agreement.

Despite the fact that the provisions of the present Agreement are regulated by the Belize law, and for avoidance of doubt, the services provided to the Client by the Company are not gambling or betting activities as defined in the Federal Law from 29.12.2006 N 244-FL “On state regulation of organization and management of gambling and on modification of some legal acts of the Russian Federation”.

### **3. Company services**

Company Services are the services of the Company provided through the Company’s trading platform.

The Company Services include the Company’s trading platform use, customer support, analytical and news materials, marketing newsletters.

The Company only executes trading orders of the Client and does not provide trust management or give trading recommendations regarding the Client’s operations. The Company may execute the Client’s trading order even if such an operation is unprofitable for the Client.

The Client guarantees that all provisions of the present Agreement as well as the Regulations of the Company (and any other supplements or appendices to the present Agreement) published on the Website have been carefully read and accepted by the Client since they determine the cooperation conditions between the Client and the Company.

The Company is not financially responsible for results of the Client's Operations.

The Client is the only authorized user of the Company's Services. The Client is the permanent subject of the legal relations sets forth by the provisions of the present Agreement. The rights and obligations of the Client cannot be delegated to another person or entity.

In case the Client is an individual person, they are considered to have filled out the registration form personally, to be of legal age and a legal person. No one but the Client has any right to demand fulfillment of obligations on the Operations performed by the Client on the Website. If the Client is acting on someone else's behalf, regardless of whether the third party is identified or not, the Company does not accept the former as its client and is in no way responsible to them.

#### **4. Rights, obligations and guarantees of the parties**

The Client has the right:

- To give orders to the Company to execute Operations on the Website within the framework of the present Agreement.
- Being in no debt to the Company, to demand fulfillment of the financial responsibilities of the Company in the amount up to their Account equity.
- In case of a disputable situation, to file an official claim in a written or an electronic form to the reference details of the Company.
- To terminate the present Agreement unilaterally, in case being in no debt to the Company.

The Client is obliged:

- To comply with the provisions of the present Agreement when executing Operations on the Website.
- To bear sole responsibility for all actions resulting from using their login and/or password.
- To bear sole responsibility for all their actions, including giving orders to execute Operations on the Website.
- To bear sole responsibility for choosing a proper trading strategy and for risk management.
- To bear sole responsibility for confidentiality preservation of the information received from the Company and assume the risk of financial losses caused by an unauthorized access to their Account by third parties.
- To notify the Company about any changes in the contact and personal details that were provided within 7 (seven) calendar days after such changes take place.
- To register only 1 (one) Account with the Company. Should multiple Accounts belonging to the same Client be detected, all orders and financial results of such orders on these accounts may be cancelled. All such accounts may be blocked, while the funds on such accounts will not be considered a financial liability of the Company to the Client.

The Client is obliged to relieve and discharge the Company from any responsibility due to any claims or lawsuits towards the Company resulting from the Client's personal data becoming public.

The Client acknowledges and takes up full responsibility for their actions according to applicable taxation and revenue laws effective within their residence area in relation to any performed operations, including, but not limited to, income taxes.

The Company has the right:

- To revise the amount of the Company's financial responsibility to the Client, making adjustments to the corresponding entry in the trading operations register, should the Client breach one or several provisions the present Agreement.
- To suspend services to the Client any time, having good reasons for that (prior notification of the Client is not obligatory).
- To terminate the present Agreement unilaterally and out of court, without compensating for the Client's losses. In such a case the Company shall notify the Client via any available means within 3 (three) business days after the Agreement termination.

- To alter, complete or leave unchanged the option payment percentages, return percentages, opportunities to regulate return percentages, opportunities to purchase an option type, the minimum and/or maximum option price, possible expiration periods for one, several or all assets. The Company has the right to limit the maximum number of purchased options for 1 (one) minute, 1 (one) hour, 1 (one) calendar day.
- To contact the Client on any matter related to the present Agreement, including confirmation of the Client's intentions with regard to their actions on the Account.
- To modify, add, rename or leave unchanged any paragraphs, points and sub-points of the present Agreement provisions without prior notification of the Client.
- To revise the amount of its financial responsibility to the Client in case execution of Operations on the trading platform does not conform with the provisions of the present Agreement.
- To attract third parties that are in contractual relationships with the Company to provide Services to the Client in accordance with the present Agreement.
- To terminate the present Agreement unilaterally, notifying the Client about such termination and fulfilling its financial responsibility to the Client in the amount up to the Client's Account equity.
- In relation to any obligations or situations not covered in the provisions of the present Agreement, the Company reserves the right to act at its own discretion, according to the customary business practices and the existing practice.

The Company is obliged:

- To provide Services on the Website in accordance with the provisions of the present Agreement.
- In case the Client is in no debt to the Company, to fulfill its financial responsibilities to the Client upon their request in the amount up to the Client's Account equity, in accordance with the provisions of the present Agreement.
- To comply with the provisions of the present Agreement.

## 5. Personal data

Accepting the provisions of the present Agreement, the Client agrees to processing of the provided personal data via both automated and manual means. Within the present Agreement, the following details are considered personal data: Clients full name (First, Middle, Last Name), sex, address, phone number, e-mail address, IP address, as well as records about the received services within the present Agreement, i.e. the Client's trading history.

The Client agrees to provide correct, precise and full information to the Company, upon requests for their personal data. The goal of the personal data processing is to fulfill the requirements of the governing law and the Company's responsibilities to the Client and other subjects of the personal data under the present Agreement.

During the personal data processing, the Company reserves the right to gather, record, systematize, collect, store, specify (update or change), extract, use, transfer (distribute, provide, give access), depersonalize, block, delete, destroy information and perform any other actions in accordance with the current governing law.

Storage and processing of the Client's personal data may be performed within the whole validity period of the present Agreement as well as within 5 years after the Agreement termination.

The Client acknowledges and confirms that, in case necessary to provide their personal data to a third party to achieve the goals of the present Agreement, or when attracting third parties to provide services with the same goals, the Company reserves the right to disclose the Client's information, including personal data, to such third parties or their authorized representatives to the extent required, as well as provide documents containing this information to such third parties.

The Company has no right to add the Client's personal data to public sources of personal data, except in the cases stipulated by the governing law.

When processing the Client's personal data, the Company takes the required legal, administrative and technical measures to protect the personal data from illegal or random access, destruction, modification, blocking, copying, providing, disclosing as well as from any other illegal actions with the Client's personal data.

## **6. Risks warning**

The Client has read, understood and accepted the risks of using the Website Services, as described in the Risk warning statement published on the Company's Website.

## **7. Expenses and related fees**

The Company has the right to receive commission from the Client for the service(s) provided. Accepting the present Agreement, the Client agrees on an obligation to compensate the Company's commission for the bank wire transfer, not exceeding 50 euros, in case the Company performs a bank wire transfer to the benefit of the Client (hereinafter – "the Transfer fee").

The Client authorizes the Company to deduct the Transfer fee from the Client's Account.

In case the Client executes no operations in the Company's trading platform for 365 (three hundred and sixty-five) consecutive calendar days (hereinafter – "the Inactive Account"), the Company reserves the right to apply a service fee to the unused balance on the Inactive Account of the Client in the amount of 50 euros. This annual payment cannot exceed the total balance of the Client's Account.

## **8. Governing law**

The provisions of the present Agreement are regulated by the Belize law.

In relation to the provisions of the present Agreement, the Client conforms with the jurisdiction of the courts of Belize.

The Company reserves the right, in case of a dispute being deliberated according to the Belize law, to use the services of interpreters on trial.

## **9. Term of validity and termination procedure of the present Agreement**

The present Agreement is made for an indefinite term.

The present Agreement comes into effect at the moment the Client makes an advance payment to the Company. The present Agreement is considered terminated at the moment the Client's Account is blocked.

The Company reserves the right to immediately and with no notification terminate the Agreement in case it comes to light that the Client is not of legal age, according to the laws of the country of residence/citizenship of the Client.

## **10. Terms of service**

The Client agrees to fund their Account in order to use the Services of the Company or any other additional services ordered by the Client on the Website, as well as pay any additional expenses, should such arise, including, but not limited to, all kinds of taxes, fees, etc. The Client bears full responsibility for making deposits to their Account on time. The payment services provider is only in charge of transferring the payment in the amount specified on the Website and is not responsible for the Website Client paying the aforementioned additional expenses.

After the "Make payment" button is clicked, the payment is considered processed and performed irreversibly. By pressing the "Make payment" button the Client agrees that they will not be able to reverse the payment or demand a reversal. In

addition, accepting the terms of this agreement (and/or the Terms and conditions) the Client, as an owner of the payment card, confirms that they have the right to use the Services offered on the Website.

In case the Client uses the Services of the Website, the Client confirms that they have reached or exceeded the age of legal majority that is set by the Client's residential jurisdiction, to make use of the Services offered on the Website. Starting to use the Services, the Client takes up a legal liability to follow the laws of any state where this Service is used and confirms that the payment services provider is not in any way responsible for any illegal or unsanctioned breach of those laws. Agreeing to use the Services of the Website, the Client understands and agrees that all their payments are processed by the payment services provider and there is no legal right to reverse the already paid-for Services or any other opportunities to cancel the payments.

The payment services provider is not responsible for any refusal/inability to process the data of the Client's payment card or for a refusal due to the issuing bank not allowing to process the payment via the payment card. The payment services provider is not responsible for the quality, volume or price of any Service offered to or purchased by the Client on the Website using their payment card. By paying for any of the Services on the Website the Client is, first and foremost, obliged to follow the rules of the Website. Please note that only the Client, as the owner of the payment card, is responsible for timely payments for any of the Services ordered by the Client on the Website as well as for any additional expenses/fees, should such arise. The payment services provider is only an agent performing the payment in the amount specified on the Website and is not responsible for pricing, general prices and/or total sums.

Should the Client not agree with the abovementioned terms and conditions and/or have any other reasons, we kindly ask the Client to cancel the payment in due time and, if necessary, contact the manager/customer support of the Website directly.

Appendix 1 to the Terms and conditions

## Technical regulations

### 1. Processing trading requests and orders

Processing of the Client's trading requests and orders has the following structure:

- The Client makes a request or an order that is checked by the trading platform for accuracy.
- The trading platform sends the request or the order to the server.
- The Client's order reaches the server and is checked for accuracy.
- The server, having processed the Client's request or order, sends the result to the trading platform.
- In case the connection is stable between the trading platform and the server, the trading platform receives the result of the Client's request or order being processed by the Company.

The processing time of a request or an order depends on the connection between the trading platform and the Company's server as well as on the market conditions. In regular market conditions the time to process the Client's request or order is usually 0-4 seconds. In irregular market conditions the processing time may increase.

The Client's request may be declined by the server of the Company in the following cases:

- in case the Client sends a request before the first quote is received by the trading platform during market opening;
- in case the Client does not have enough margin to open a new position;
- in case the Client sends a request before the trading session opening;
- in irregular market conditions.

### 2. Quotes

The Client agrees that the only reliable source of information about the quotes flow is the main server that processes the Clients' trading requests. Quotes in the trading platform cannot be considered a reliable source of information about the quotes flow since in case of an unstable connection between the trading platform and the server a part of quotes from the flow may fail to reach the trading platform.

The charts shown in the trading platform are mostly indicative. Thus, the Company does not guarantee that the order will be executed at the prices stated in the chart in the trading platform at the moment the Client places a trading order.

The price in the trading platform is shown as BID price.

Off-market quote – a price in the trading platform that does not agree with the actual price in the market at a time (hereinafter referred to as “the Off-market quote”).

In case the Company executes the Client's order at an Off-market quote the Company is obliged:

- In case the position was closed, to correct the financial result from the wrong order closure to the real market quote closure, according to the time when the position was closed at the off-market quote.
- In case the position was opened, to reserve the right to cancel the financial result of such a position.

### **3. Processing Clients' requests for position opening**

In case there is enough free margin to open a position – the position is opened.

In case there is not enough free margin to open a position – the position is not opened.

The Client's request to open a position is considered accomplished and the position opened after the corresponding entry appears in the log-file of the server. Each new position receives a consecutive number.

### **4. Processing Clients' requests for position closure**

A trading operation is closed at the current price available on the trading server at the moment of the operation closure.

### **5. Fraud**

In case the Company detects fraudulent activity related to:

operations and other methods of account depositing via credit cards that do not belong to the Client;

use of the software producing false results of trading;

abuse of system errors and bugs in order to receive false results of trading;

as well as in cases when the Company is reasonably suspicious of the abovementioned fraudulent schemes being used – the Company reserves the right to block the Client's Account with no prior notification and with no opportunity of further funds withdrawal and/or terminate the Agreement unilaterally and out of court.