

Terms and Conditions

This is a contract between you (the 'you', 'your', or 'yourself') and Capital Trade LTD, a limited company incorporated in St. Vincent and the Grenadines ('the Company'). By signing up to use an account through www.upforex.com or any associated websites, APIs, or mobile applications (collectively the "Capital Trade LTD Site"), you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement.

Prior to opening a trading account with 'the Company', please note to read, understand and accept these terms and conditions. By accessing this site and any of its pages, you agree to be bound by the following terms and conditions. If you disagree with the terms and conditions below, do not access this site, or any of its pages.

Headings

The headings and subheadings in these Terms and conditions are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision or provisions to which they refer.

Extended Meanings: Unless otherwise specified in these Terms and conditions, words importing the singular include the plural and vice versa and words importing gender include all genders.

Intellectual Property.

This is an official website of 'the Company'. 'The Company' brand is a trademark and is owned by 'The Company'. The use of this trademark, its domain or the name www.upforex.com in any direct or concealed form (for example, but without limitation, to meta tags or other indexing techniques or web search) without the prior written permission of 'the Company' is prohibited and punishable by law. 'The Company' holds full and complete title over the files, pictures and the published materials on the website, as well as all the copyrights deriving from these. You do not have the right to sell, redistribute or reproduce these materials, nor to decompile or modify their structure.

Information and materials

Information and materials collected by us from you and contained in these pages, and the terms and conditions and descriptions that appear, are subject to change. Unsanctioned use of websites of 'the Company' and systems, including but not limited to an unsanctioned entry into systems of 'the Company', mishandling of passwords, or mishandling of any information posted on the site is strictly prohibited. Not every product and service are available in all geographic areas. Your eligibility for particular products and services is subject to and depends on the final determination by 'the Company' and / or its affiliates.

License to Use the Site

If you comply with these Terms of Service, 'the Company' grants you the limited right to use the Site and the Services. The right to use the Site and the Services is a non- exclusive, non-transferable, revocable, limited license, and it is subject to the limitations and obligations in these Terms of Service. Nothing in these Terms of Service gives you any license (other than as set out in this paragraph), right, title, or ownership of, in, or to the Site or any of the Services.

No Representations & Warranties

The Company makes no representations, warranties, or guarantees to you of any kind. The Site and the Services are offered strictly on an as-is, where-is basis and, without limiting the generality of the foregoing, are offered without any representation as to information and materials contained on the site including text, graphics, links or other items.

Third Party Information

The site may contain links to controlled or offered by third parties (not affiliated 'the Company') websites. 'The Company' hereby disclaims liability for any information, materials, products or services advertised or offered at any of the third party sites linked to this website. By creating a link to a third party website, 'the Company' does not endorse or recommend any products or services offered or information contained in this website or 'the Company' is responsible for any failure of products or services offered or advertised at those sites. As a third party may have a policy different from 'the Company' privacy and the third party website may provide less security than in 'the Company'.

'The Company' has no link to the specific investment objective, financial situation or particular needs of any particular recipient. The content of this document is published solely for informational purposes and should not be construed as a solicitation or an offer to buy or sell securities. The content is based on information obtained from sources that are considered reliable but is not guaranteed its accuracy, nor is it a complete statement or summary of the markets of the objectives mentioned in the content. This information should not be regarded by recipients as a substitute for the exercise of their own judgment. The opinions expressed in this content are subject to change without notice and 'the Company' is under no obligation to update or keep current the information contained herein. The values are not suitable for all investors, and trading in these instruments is considered risky. Past performance is not necessarily indicative of future results. 'The Company' accepts no responsibility for any loss or damage of any kind arising from the use of all or part of this content. No part of this material may be reproduced or distributed over the Internet or otherwise in any form without written permission of the provider. 'The Company' not assume any responsibility for the actions of third parties in this regard.

Limitation of Liability & Release

Except as may be provided for in these Terms of Service, 'the Company' assumes no liability or responsibility for and shall have no liability or responsibility for any claim, application, loss, injury, delay, accident, cost, business interruption costs, or any other expenses (including, without limitation, attorneys' fees or the costs of any claim or suit), nor for any incidental, direct, indirect, general, special, punitive, exemplary, or consequential damages, loss of goodwill or business profits, work stoppage, data loss, computer failure or malfunction, or any and all other commercial losses (collectively, referred to herein as "**Losses**") directly or indirectly arising out of the terms and conditions and your use of it.

Property Information

All information submitted to 'the Company' through this site is considered, which is owned by 'the Company' and 'the Company' be free to use, for any purpose, any ideas, concepts, knowledge or techniques contained in information as a visitor site that offers 'the Company' to through this site. 'The Company' will not be subject to any obligation of confidentiality regarding submitted information except as agreed by the entity 'the Company' has direct customer relationship or as otherwise specifically agreed or required by law. Nothing herein shall be construed as limiting or reducing 'the Company' responsibilities and obligations to customers in accordance with the Privacy Notice of 'the Company' for customers.

Account expiration

In the event that no commercial activity for 30 consecutive days on account of Customers, 'the Company' reserves the right to charge a fixed payment of \$ 30 a month to keep the account in the event that the Customer Account has available funds. The payment of the above amount will start at the end of 30 days of inactivity and will continue for as long as the activity on the trading account of the client is absent. If the customer account is funded with less than \$ 30 and have been inactive, 'the Company' reserves the right to charge a lower amount to cover administrative expenses and close the account.

Termination

Subject to the agreement either party may terminate this agreement by giving the other party a written notice: a condition that you can not terminate this Agreement if you have open trades or pending liabilities. The resolution shall be without prejudice to the rights or accrued liabilities.

No Advice

'The Company' does not provide any investment advice or advice on trading techniques, models, or any other schemes.

Limitation of Use

This site is not intended for use by any person or entity in any jurisdiction or country where such use would be contrary to local law or regulation. If you access this site from such jurisdiction it is asked to terminate such immediate use.

Bonus

As part of the condition, Customer accepts that any bonus and / or promotional credit to the Customer shall be granted under the following conditions:

Welcome bonus

For crediting a \$100 Welcome Bonus, you are required to Open Live Account. Welcome Bonus can be credited to standard account. The Profit can be withdrawn only after trading turnover at the account achieved 10,000,000 USD. Maximum Profit, which can be withdrawn after turnover conditions are met, is equal \$100. Withdrawing the profit, all the funds will be debited from the account, including the Bonus itself. The bonus can only be redeemed once all the following conditions are cumulatively met. Guests may request only 'the Company' promotional offer during the promotion period. The bonus can only be redeemed once during the promotional period per customer per live account. 'The Company', in its sole discretion, determine whether the deposit and marketing of the activity of a client is entitled to a promotional bonus. The total bonuses or refunds shall not exceed the amount of initial deposit. The bonus can only be redeemed when registering with the data of actual customer contact. Customers eligible for a bonus that has not been contacted by 'the Company', please send an email to info@upforex.com. In addition to the above, certain additional conditions may apply to any specific promotion, as defined in the terms and conditions of the promotion.

Basic rules

1.1. Services Customer may perform operations 'the Company' in various values as 'the Company' may from time to time make available ("Services").

1.2. Direct relationship Unless otherwise agreed in writing, 'the Company' and every customer to enter into this Agreement as principal (main mean – natural or legal person that is party to a transaction) and 'the Company' not accept a principal performance undisclosed / unapproved through the client's. With respect to such entity, Customer agrees to provide 'the Company' with its identity, personal information, and other information that may seek 'the Company'.

1.3. Margin, the Services may include margined transactions, requiring Client to deposit cash to secure obligations under this Agreement ("safety margin").

1.4. No recommendation or encouragement, 'the Company' not recommend, solicit, offer, advise, suggest, concur on the merits of, or otherwise provide any opinion whether to buy or sell any security or engage in any other transaction. Neither the availability of the Services nor any communication by anyone associated with 'the Company' must be interpreted in this way.

1.5. Errors Cited provided by 'the Company', through third parties or otherwise, may be incorrect for any reason. Following a transaction involving such quotation errors, 'the Company' at its discretion reserves the right to correct the affected account balance. Any dispute arising from such errors or corrections will be resolved on the basis of the fair market value of the relevant security at the time of error.

1.6. Payments, Customer agrees that any amounts sent by the Client or on behalf of the client, the value date of the payment received and after taxes / fees charged by providers of bank accounts, or any other intermediary involved in such transaction process shall be deposited in the Customer trading account. 'The Company' may charge additional operating expenses of up to \$10 per deposit transfer. 'The Company' must be convinced that the sender is an authorized Customer or client before making any amount available on the Customer trading account representative; otherwise 'the Company' reserves the right to redeem / repay the net amount received to the sender by the same method as it was received. It is also understood that 'the Company' not responsible for any funds not deposited directly into the bank account of 'the Company'.

1.7. Market fluctuations, customer acknowledges that securities markets are subject to sudden changes due to press events and other announcements, acts of war or terrorism, power failures, strikes or civil unrest, business trends, political developments, fluctuations in other financial and commodity markets, and many other factors beyond the control of 'the Company'. 'The Company' may determine in its sole discretion, that there is an emergency or exceptional market conditions, in which case it reserves the right to impose trading limits or special conditions, cancel or suspend any transaction, or close an account.

1.8. Trading Indices, Customer, hereby acknowledge that it is aware that in the case of the Contract for Difference (CFD) trade, open trade of 'the Company' within 5 minutes of opening the market. 'The Company' reserves the right not to accept any trade in such instruments during the first 7 minutes of trading. 'The Company' reserves the right to cancel any operation, at its discretion, such instrument made during the first 7 minutes of trading.

Execution of Instruction

2.1. The customer may provide oral or written instructions to 'the Company' to order. written instructions may be given by letter, fax, website 'the Company', cell phones or other electronic media. Oral instructions may be given in person or by telephone, but 'the Company' may require the commemoration of this instruction in writing. Once an instruction has been given, it can not be revoked, withdrawn or modified without

express consent of 'the Company'. 'The Company' may not be required to confirm the instructions.

2.2. 'The Company' reserves the right to seek further instructions from the customer, which shall be provided as soon as possible.

2.3. 'The Company' customer must notify the identity of any person authorized to give instructions. Such notification shall be in writing and shall contain the names and specimen signatures of people authorized to do so. This authority may be revoked by written notification by the customer but such revocation will be effective only after confirmation in writing by 'the Company'.

2.4. The customer undertakes that it's solely responsible for all orders, and accuracy of all information transmitted via the Internet using the customer's name or personal identification code. Such transmission will not result in a binding contract between client until 'the Company' accepts or acts upon same.

2.5. If 'the Company' Customer does not receive instructions to liquidate open at the end of a working day positions, 'the Company' is authorized (but not required) to make rollover orders the next business day.

2.6. In the circumstances of rollover, as described in paragraph 2.5, this is done, the customer will be charged with a fixed rate of 0.01% in its trading account current exposure on 00:00 GMT, regardless of any different interest.

2.7. 'The Company' not be liable, and the customer shall defend, indemnify and hold harmless 'the Company' for any loss, expense, cost or liability, arising from error in instructions; instructions or other communications transmitted over the Internet; The failure of the customer notifies the revocation of authority; The failure of the client to issue new instructions on the application of 'the Company'; 'the Company' corrective measures in its absolute discretion on such breach; 'the Company' actions on instructions transmitted via the Internet using the name or personal identification code of the client or an individual who appears mistakenly 'the Company' to be an authorized person; 'the Company' or refusal for any reason or no reason to act on instructions.

2.8. Disassembly instructions – The customer can withdraw all or part of the funds deposited in 'the Company' upon it has provided all compliance or any other document required to 'the Company' and completed, signed and sent (by fax or email) "form Withdrawal Request", appointed by 'the Company' providing all necessary information indicated on the form. Also does not hold open positions in Customer's trading account of 'the Company'

2.9. Customer acknowledges that the funds transfer times may vary according to your account type, the issuing bank, intermediary bank, receiving bank, destination country or any other third party involved in the transfer of funds. 'the Company' not be responsible for any delay transfer of funds caused by such third party.

2.10. Customer acknowledges that the requested transfer of funds can be charged with additional charges for third parties to transfer the transfer. 'the Company' not charge fees for withdrawal. In addition, the Customer acknowledges that if the funds received are converted into any other currency other than dollars, you can apply some exchange fees.

2.11. Should a withdrawal request has not complied with the conditions of cumulative abstinence established in the previous paragraph 2.8 within 30 days of making the request, the withdrawal request will be canceled. The customer can reapply for retirement. This new withdrawal request will be subject to the general terms of withdrawal as set out above.

2.12. Withdrawals must be made with the same method used by the customer to fund your trading account and at the same sender. 'The Company' reserves the right to refuse removal using a specific payment method and suggest another payment method. In these cases the customer may be required to issue a new request for withdrawal, or to provide more documentation to process the withdrawal request.

2.13. Customer acknowledges that regulations against money laundering do not allow the transfer of funds to any third party other than the beneficial owner of the account 'the Company' operation. In addition, 'the Company' may require additional documentation on the source of funds and / or the beneficiary.

Customer Representations

3.1. Admits he has read, understood and agree to the terms and conditions of this Agreement.

3.2. Understands the high degree of risk associated with trading securities, subject to the movements of the unknown market and other factors that may result in higher losses Margin original client security, and can afford to lose the sums referred to 'the Company' and incur additional losses.

3.3. There is no estoppel with respect to, and is not subject to any law or regulation which prevents its performance of this Agreement or any contract contemplated in this Agreement.

3.4. It has obtained all necessary consents and has the authority to enter into this Agreement (and if the client is a corporation or similar entity, it is properly empowered and has obtained approval required in accordance with the articles of organization).

3.5. Subject to this Agreement, all sums remitted to satisfy the Security Margin are and at all times remain free from any charge, lien, pledge or encumbrance.

3.6. It is in compliance with all laws to which it is subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements.

3.7. That the information supplied by him to 'the Company' is complete, accurate and not misleading in anyway.

3.8. He has knowledge that several markets, such as the foreign exchange market, are not regulated and as such means that he can not benefit from legal mechanisms or other compensation in connection with the Services.

Margin Requirements

4.1. The Customer shall submit to such amounts of money as required to 'the Company' in an acceptable currency for 'the Company' to cover the safety margin of the client and any balance on the debit account.

4.2. 'The Company' will have no obligation to ensure margin requirements security they have been satisfied by the customer before placing an order and payment obligations of the customer will not be diminished by any failure by 'the Company' to enforce payment of outstanding safety margins before entering into the transaction.

4.3. 'The Company' can use any money received from the customer in order to meet business obligations related to the Customer in 'the Company' and not to any third party and 'the Company', shall not be obliged to render accounts Customer for any resulting income received by 'the Company'.

4.4. The customer must promptly deliver any money owed under a contract of third parties in accordance with both the terms of the contract and the instructions given by 'the Company' order to allow 'the Company' carry out their obligations under the contract.

4.5. 'The Company' may (but is not obliged to) convert into another currency at 'the Company' acceptable change for any amount of money customers located in its power as 'the Company' considered necessary or desirable to meet the obligations and responsibilities of the Customer.

4.6. If the customer does not comply with a safety margin required or other sum due under this Agreement, 'the Company' can close any or all open and without notice positions and apply any proceeds thereof to payment of any amount due to 'the Company'. 'The Company' reserves the right to return funds deposited by the client at any time, with or without reason.

Spread rates, Margin and Leverage

5.1. 'The Company' reserves the right to change the safety margin in line with the size of the customer's deposit, size or transactions, market conditions (including but not particularly limited volatility or illiquidity) or other factors that are determined by 'the Company'. 'The Company' reserves the right to offer different spreads (the difference between the purchase price ASK (rate) and the sale price BID (rate) at the same time) the rates are commensurate with the size of the safety margin of the client and their positions.

5.2. The customer is fully responsible for verifying the activity of their accounts and their security margin requirement. These requirements are available on request or at the 'the Company' site.

Right Pledge, Lien, compensation and retention

'The Company' shall, at any time and without prejudice to any other rights, 'the Company' may have, the right to combine or consolidate the accounts of different customers, offset against each other, the balances of customer accounts (regardless of designation or the currency of the account) or offset each balance individually. For any claim 'the Company' derivatives related to the customer, regardless of the maturity dates of such claims or of the currencies in which they are denominated, 'the Company' will have a lien and pledge, and a lien, Services on all assets or security held in the customer's name or otherwise deposited with 'the Company', or any guarantee or indemnity given by the customer 'the Company'.

Default

Without warning, or receiving further authority, 'the Company' entitled to close all or part of any position or customer account, on or at any time after the occurrence of any of the following events:

6.1. Customer fails to make a payment under this Agreement promptly.

6.2. Customer fails to observe or perform in whole or in part, any of the provisions of this Agreement or commits a breach of this Agreement.

6.3. The client maintains parallel accounts in order to arbitrage promotions or policies 'the Company', at the sole discretion of 'the Company'.

7.4. Dies, is declared absent or becomes insane client.

7.5. A bankruptcy petition is filed in relation to the client or, if a partnership, with respect to one or more of its partners or, if a company, all actions or proceedings initiated or protection sought under any law are taken bankruptcy reorganization or applicable insolvency in respect of itself or against it including, without limitation, the taking of measures for the appointment of a liquidator, receiver, administrator or similar officer to be appointed over its undertaking or assets or part of them.

7.6. The client makes a chargeback credit card. In this case, the customer accounts will be frozen and all positions will be closed at the end of the trading day in the manner prescribed by 'the Company';

7.7. 'The Company' or the customer is requested to close a position or portion of a position by any agency or governmental or regulatory authority.

7.8. 'The Company' considers it necessary for its own protection or that of its partners.

7.9. The customer recognizes the right of 'the Company' to close all or part of any open position held Customer 'the Company' should a negative result of these positions lead to surpass the required safety margin.

7.10. Client engaged or suspected of participating in what is considered illegitimate, illegal, immoral abuse system, the arbitration system, arbitration contribution or any other business that may be considered at one time or another as a violation of the rules trade was based on the amount of time the transaction was opened or by virtue of the fact that trade is inadvertently opened to an incorrect price, time, or instrument.

Conversation Recording

The Customer accepts that 'the Company' can record all telephone conversations between the parties. Such recordings or transcripts thereof shall remain the property of the client and for use as evidence by 'the Company' of any dispute or anticipated dispute between the parties under this Agreement. Any such recordings or transcripts made by 'the Company' can be destroyed by it in accordance with its usual practice.

Amendments to the Agreement

This Agreement may not be amended or waived except in writing by an authorized officer of 'the Company'. The customer service employees can not modify or waive any part of this Agreement. Customer acknowledges that 'the Company' may revise this Agreement by giving notification of the revised by e-mail or customer login Agreement. The use of customer services of 'the Company' after such notice constitutes acceptance of the revised Agreement.

Force Majeure

'The Company' is not responsible for damages caused by delay or failure to perform undertakings under the Terms and Conditions when the delay or failure is due to fires; strikes; floods; power outages or failures; acts of God or the state's enemies; lawful acts of public authorities; any and all market movements, shifts, or volatility; computer, server, or Internet malfunctions; security breaches or cyberattacks; criminal acts; delays or defaults caused by common carriers; acts or omissions of third parties; or, any other delays, defaults, failures or interruptions that cannot reasonably be foreseen or provided against. In the event of force majeure, 'the Company' is excused from any and all performance obligations and these Terms and Conditions shall be fully and conclusively at an end.

Severability

If any provision of these Terms and Conditions, as amended from time to time, is determined to be invalid, void, or unenforceable, in whole or in part, by any court of competent jurisdiction, such invalidity, voidness, or unenforceability attaches only to such provision and everything else in these Terms and Conditions continues in full force and effect.