

Terms and Conditions of Use of the On Broker Platform

These Terms and Conditions (hereinafter referred to as the “Agreement”) regulate the legal relationship between **On Broker**, operating under the global brand On Broker, registration under number 3972 and based in Arch. Makariou III & Evagorou 1-7 MITSI 3, Floor 1, Flat 102, ZIP 1065, Nicosia, Saint Vincent & Grenadines (hereinafter referred to as “Company” or “Broker Name”), and the user (hereinafter referred to as “Client”) of the website www.onbroker.co (hereinafter referred to as “Website”).

1. Acceptance of Terms

1.1. The Customer confirms that it has read, understood and accepted all information, conditions and terms set out on the Website, which are open for public review and include important legal information.

1.2. By accepting this Agreement, the Customer irrevocably agrees and accepts the terms and conditions contained in this Agreement, its annexes and/or appendices, as well as other documents/information published on the Website, including, without limitation, the Privacy Policy, Payment Policy, Withdrawal Policy, Code of Conduct, Order Execution Policy and Anti-Money Laundering Policy.

1.3. The Customer accepts this Agreement by registering an Account on the Website and depositing funds. By accepting the Agreement and subject to the Company's final approval, the Customer enters into a legal and binding agreement with the Company.

2. Definitions

2.1. Account – means a single account registered in the Client’s name that contains all of the Client’s transactions/operations on the Company’s Trading Platform.

2.2. Binary Options – financial instruments where a prediction is made about the direction of price movement of an asset at a given time of day - The payment is pre-determined as a fixed amount, regardless of whether the option expires in or out of the money.

2.3. CPD (Contrato por Diferença) – contrato negociável entre o Cliente e a Empresa, que troca a diferença no valor de um Instrumento, conforme especificado na Plataforma de Negociação no momento da abertura de uma Transação, e o valor desse Instrumento no final do contrato.

2.4. Trading Platform – electronic system on the internet that consists of all programs and technology that present quotes in real time, allow the placement/modification/deletion of orders and calculate all mutual obligations of the Client and the Company.

3. Serviços

3.1. The subject of the Agreement is the provision of Services to the Customer by the Company under the Agreement and through the Trading Platform.

3.2. The Company will execute all transactions as provided for in this Agreement on an execution basis only, without managing the account or advising the Customer.

3.3. The Company has the right to execute transactions requested by the Customer as provided for in this Agreement, even if the transaction is not beneficial to the Customer. The Company has no obligation, unless otherwise agreed in this Agreement and/or other documents/information on the Website, to monitor or advise the Client on the status of any transaction, make margin calls or close any open positions of the Client

4. Customer Responsibilities

4.1. The Customer confirms that he or she is of legal age and legally competent in accordance with the jurisdiction in which he or she resides or is a resident.

4.2. The Client is prohibited from executing any transaction/operation on the Trading Platform, Website and/or through his Account, which results in exceeding the total balance and/or amount of money deposited/held in his Account.

4.3. The Customer must ensure that the username and password issued by the Company for the use of the Services and the Account are used only by him/her and are not disclosed to third parties.

4.4. The Client undertakes not to use scripts, bots or any other automated or fraudulent mechanism to obtain an unfair advantage or unfair benefit on the Trading Platform.

5. Uso Indevido da Plataforma

5.1. If the Company detects that the Customer is using scripts, bots or any other automated or fraudulent mechanism to obtain an unfair advantage or unfair benefit, the Company reserves the right to:

5.1.1. Immediately cancel the Customer's account.

5.1.2. Retain any profit obtained through such practices.

5.1.3. Deny the Customer access to the balance available on the platform, subject to a full investigation.

5.1.4. If you have any balance after canceling financial transactions, we will refund the remaining amount.5.2. Não serão toleradas atividades fraudulentas ou que burlem o sistema, tais como:

5.2.1. If it is found or there is reason to believe that the Customer's Account is being used for the benefit or on behalf of third parties, and/or if the person is using the Services for any purpose other than personal use and leisure (including if they are using a Third party account);

5.2.2. If it is identified that the person is depositing funds into your Account without the intention of carrying out Transactions;

5.2.3. If the person is using or attempting to use a VPN or similar technology to disguise their location;

5.2.4. If incorrect, incomplete or misleading information is provided at the time of registering for an Account or at a later date (except if incorrect, incomplete or misleading information is provided in order to pass relevant age checks);

5.2.6. If it is found that the person has opened or is using one or more Duplicate Accounts deliberately or fraudulently;

5.2.6. If it is found that the person has opened or is using one or more Duplicate Accounts deliberately or fraudulently;

5.2.7. If there is reason to believe that the person is depositing money into your Account from criminal and/or illegal activities.

6. Limitation of Liability

6.1. The Company does not guarantee uninterrupted, secure and error-free service, nor immunity against unauthorized access to the servers of the trading sites nor interruptions caused by damage, malfunction or failures in hardware, software, communications and systems on the Client's and suppliers' computers of the Company.

6.2. The Company will not be responsible for any damage caused to the Client due to force majeure events or any event beyond the control of the Company that influences the accessibility of its trading website.

6.3. In the event of termination of this Agreement due to the use of fraudulent mechanisms as described in clause 5, the Company will have no liability to the Customer and no obligation to pay the Customer's profits; furthermore, it is at the sole discretion of the Company to decide whether any deposited funds will be returned to the Customer.

7. Personal Data

7.1. By accepting the terms and conditions of this Agreement, the Customer irrevocably consents to the collection and processing of his/her personal data/information by the Company as provided by him/her to the Company.

7.2. The Company will take the necessary legal, organizational and technical measures to protect such personal data against unauthorized or accidental access, destruction, alteration, blocking, copying, provision and dissemination, as well as any other illegal actions.

8. Direitos e Obrigações das Partes

8.1. Customer Rights

8.1.1. The Customer has the right to submit any order requesting execution of a transaction/Operation on the Website in accordance with and subject to the terms and conditions of this Agreement.

8.1.2. The Customer may request the withdrawal of any amount, subject to and in accordance with the Withdrawal Policy, provided that the Company has no claims against the Customer and/or the Customer has no outstanding debts to the Company.

8.1.3. In the event that the Customer has any complaint against the Company and/or there is any dispute between the Customer and the Company, the Customer may submit its complaint, including all relevant details, to the Company at support@onbroker.co. The Company will acknowledge receipt of any complaint, initiate an internal investigation into the matter and respond to the Customer within a reasonable time (i.e. within 3 months from the date of receipt of the complaint).

8.1.4. O Cliente pode rescindir unilateralmente o Acordo, desde que não haja dívida pendente do Cliente para a Empresa e tal rescisão seja feita de acordo com a seção 16 deste Acordo.

8.2. Customer Obligations

8.2.1. Customer agrees to comply with and honor all terms and conditions of this Agreement.

8.2.3. The Customer must ensure that the username and password issued by the Company in connection with the use of the Services and the Account are used only by him/her and are not disclosed to any third party.

8.2.4. The Client accepts the risk of orders placed by unauthorized persons and/or trading accounts used by someone without the Client's permission (collectively referred to as 'unauthorized access' or 'hacked account') and agrees to fully indemnify the Company for any losses, costs and expenses arising as a result.

8.2.5. The Client must notify the Company immediately of any unauthorized access to its trading account.

8.2.6. The Client acknowledges that the Company has the right to immediately block the Client's trading account and increase processing time and/or cancel withdrawal requests without prior notification to the Client, and the Client shall not be entitled to any profits made during the time where the account was accessed in an unauthorized manner.

9. Indemnity and Liability

9.1. The Customer shall indemnify and hold the Company and its directors, employees, representatives or affiliates harmless from all direct or indirect liabilities (including without limitation all losses, damages, claims, costs or expenses) incurred by the Company or any other third party in relation to any act or omission by the Customer in the performance of its obligations under this Agreement and/or the liquidation of any financial instruments of the Customer in settlement of any claims with the Company, unless such liabilities arise from gross negligence, willful misconduct or fraud by the Company. This indemnification will survive the termination of this Agreement.

9.2. The Company will not be responsible for any direct and/or indirect loss, expense, cost or liability incurred by the Customer in connection with this Agreement unless such loss, expense, cost or liability is the result of gross negligence, willful misconduct or fraud by the Company .

10. Personal Data

10.1. By accepting the terms and conditions of this Agreement, the Customer irrevocably consents to the collection and processing of his/her personal data/information by the Company as provided by him/her to the Company.

10.2. The Company will take the necessary legal, organizational and technical measures to protect such personal data against unauthorized or accidental access, destruction, alteration, blocking, copying, provision and dissemination, as well as any other illegal actions.

10.3. The Customer acknowledges and consents that, for the purposes described above, the Company has the right to collect, record, systematize, accumulate, store, adjust (update, change), extract, use, transfer (disseminate, provide, access), anonymize, block, delete, destroy such personal data and/or take any other action in accordance with current legislation.

10.4. The Customer acknowledges and consents to the Company storing, maintaining and processing its personal data in the manner described in this Agreement during the term of the Agreement and for a minimum period of 7 years after any termination of the Agreement.

10.5. The Customer acknowledges, accepts and agrees to the disclosure of personal data by the Company to third parties and their representatives, solely for the purposes of the Agreement, including, without limitation, to facilitate the processing/execution of the Customer's orders/operations, provided that the amount of personal data to be disclosed to any third party is proportionate and/or limited solely to facilitate the actions described above, and the Company will ensure that such third party processes personal data in accordance with applicable laws and regulations.

11. Termination of the Agreement

11.1. This Agreement will be concluded for an indefinite period.

11.2. This Agreement will come into force when the Customer accepts the Agreement and makes an advance payment to the Company.

11.3. In case of any discrepancy between the text of the Agreement in English and its translation into any other language, the text of the Agreement in English will prevail, as will the English version/text of any other document/information published on the Website.

11.4. Each Party shall have the right to terminate this Agreement at any time by notifying the other Party 15 (fifteen) days in writing. During the 15 day notice period,

the Company may limit the services available to the Customer; however, access will be granted for the Customer to withdraw any remaining balance.

11.5. The Company shall have the right to terminate this Agreement immediately, close all open positions, block the Client's account and return any remaining funds (if applicable) without prior notice in the following circumstances:

11.5.1. Death or legal incompetence of the Client.

11.5.2. If any order is made or any order is issued, or a meeting is called, or a resolution is passed, or any bankruptcy or liquidation measures of the Customer are taken.

11.5.3. If Customer breaches, or Company has reasonable grounds to believe that Customer has breached, any of Customer's obligations under and/or terms of this Agreement and/or is in breach of any warranties and representations made by him/her in this Agreement.

12. Lei Aplicável

13.1. The terms and conditions of this Agreement, as well as any questions relating to this Agreement, including, without limitation, questions of interpretation and/or disputes, shall be governed by the laws of St Vincent and the Grenadines.

13.2. The Company and Clients irrevocably submit to the jurisdiction of the courts of St Vincent and the Grenadines

14. General Provisions

14.1. The Client agrees that the Company has the right to modify, add or default the option payout rate, the rate of return, the possibility of adjusting the rate of return, the possibility of purchasing the type of option, the minimum value and/or option maximum, the possible expiration periods for one, several or all assets.

14.2. The Company reserves the right to change, add or default the option payout rate, the rate of return, the ability to adjust the rate of return, the ability to purchase option type, the minimum value and/or option maximum, the possible expiration periods for one, several or all assets.

14.3. The Company may refuse to execute orders in circumstances including, but not limited to:

14.3.1. Whether the execution of the order aims or may aim to manipulate the market price of financial instruments (market manipulation);

14.3.2. Whether the execution of the order constitutes or may constitute abusive exploitation of confidential information (privileged trading);

14.3.3. Whether the execution of the order contributes or may contribute to the legalization of proceeds from illegal activities (money laundering);

14.3.4. If the Customer has insufficient funds to cover the purchase of financial instruments or if there is an insufficient number of financial instruments to cover the sale;

14.3.5. If the Customer fails to fulfill any of its obligations to the Company under this Agreement;

These Terms and Conditions of Use were designed to guarantee a transparent and secure relationship between the On Broker and its Customers. When using the services offered by On Broker, the Customer agrees to comply with these terms and conditions.