



Terms & Conditions

Capstone Global Markets LLC

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Terms and Conditions

This website www.fxcm.com is owned by Capstone Global Markets LLC.

General Terms and Conditions

These terms and conditions review the stipulations applied to the services available from Capstone(henceforth "the Company") and its website (henceforth "the Website"), as well as all its other channels of business and services.

BY USING THE WEB SITE, YOU AGREE TO ACCEPT, WITHOUT RESERVATION OR LIMITATION, ALL OF THE TERMS AND CONDITIONS SPECIFIED HENCEFORTH.

The terms and conditions represent an agreement between you and the Company, which includes the Website and all its features with no exception (with an emphasis on the trading platform and additional software made available through the Website).

The Company reserves the right to alter or make additions to the terms and conditions at any time to the Website, and by using the Website, you agree in advance to accept these alterations or additions to the terms and conditions. Any amendment shall come into force as of the day it was published on the Website. By usage and application, you agree to accept these terms and conditions to the fullest extent, and if you do not agree with any of these items, please refrain from using this site immediately, and inform the Company in writing.

Membership Eligibility

By using this Website, you confirm that you are over the age of 18, and that you may use the services that this Website (and the Company) offers according to your national and regional laws, based on your place of residence and citizenship. The Company disclaims any liability for unauthorized use of the Website and its features by minors, or by unauthorized individuals, with reference but not limitation to national and regional laws and regulations.

The website and its features are available only for people who have experience and sufficient knowledge in financial matters, and are able to evaluate the benefits and risks of acquiring financial contracts via this site. You are solely responsible for any decision made by you, based or not based on the content of the Website, or the personnel of the Company.

The Company disclaims any responsibility for assessing your level of knowledge and/or experience, or your ability to judge the risks of such activity, and any liability for damages and/or loss suffered as a direct result or indirect from your use of the Website.

The Company reserves the right to refuse or revoke access to its services to anyone at its sole discretion, with no notice and no explanation.

Legal Restrictions

The Company restricts any client to use the Website in order to break any aspect of national or international law, or ethical conduct. You hereby declare that the money in your account with the Company does not come from drug trafficking, kidnapping or any other illegal or criminal activity by national/international circumstances. You also declare that your usage of the Website and any activity within the Company including but not limited to different types of transactions are not related directly or indirectly to any aspect of money laundry. The Company takes every measure to fully comply with all aspects of the Anti Money Laundry (AML) laws and regulations. Should any such



specified (or unspecified) suspicions of illegal conduct arise, the Company has the right to suspend access/usage to the website and its features, with no notice and no explanation.

Responsibility for Accuracy and Safety of Information

You have the sole responsibility for the security of your account's login and password with the Company. You are solely responsible for any damage caused by reason of any act or omission resulting in improper or illegal use of your account.

You agree to ensure that the information provided by you is correct and accurate, and you agree not to impersonate another person or entity, and not to hide your identity from the Company for any reason whatsoever. If you register as a commercial entity, you declare that you have the required authority to bind that entity to this Agreement.

The Company handles the information you provide to us in a professional and careful manner.

Limited License

The Company grants you a limited, non-transferable license to access and use the Website (the "License"). The License is solely subject to your compliance with the terms of this Agreement. You agree not to resell or make available the information on this Website to any other person/entity, and will not copy any documents contained on the Website without the written consent of the Company. You agree to use all the information received from the Website for the sole purpose of performing actions and transactions only within the limits of the Website and its activity. You will be liable and bound to consequences, following any unauthorized use of the Website, in violation of any of its sections.

The License shall terminate if the Company perceives ANY failure to comply with any of the items on these official terms and conditions, with relation to all its rules and regulations. This is especially the case if it is deemed that you committed a crime on the Company's trading platform (including without limitation to the conclusion of a transaction outside the market rates). If such a violation occurs, you agree to cease accessing the services. You agree that the Company, at its sole discretion and with or without notice, may terminate your access to all or part of the Website and close any open transactions.

Risk Disclosure

You agree to use the Website at your own risk. Trading in Forex and Contracts for Difference is highly speculative and can involve a significant risk of loss. The nature of this activity is not suitable for all investors, and it is under your sole responsibility to make sure that you fully understand the risks before beginning. Based on the nature of this activity, it is possible that you could endure a loss of some or all of your initial investment. Therefore, you should never invest money that you cannot afford to lose. You should be aware of all the risks related to trading or related activities, and solicit advice from an independent financial advisor in case of any doubt. Any losses endured within the framework of activity with the Company and in relation to the website, is under your sole judgement and responsibility.

Limited Liability

The Company disclaims all responsibility for any error, omission, deletion, interruption, delay, defect, in operation or transmission, communications line failure, theft or de-

struction or unauthorized access or alteration of the Website. In addition, the Company assumes no responsibility for technical malfunction of any telephone network or lines, computer online systems, servers or providers, hardware or software, or any technical failure due to technical problems or traffic congestion on the Internet. The Company will not be held liable for any loss or damage arising from use of the Website, for any of the reasons stated above, whether online or offline.

Third Party Services and Information

The Website will provide you with a variety of channels for educational, strategic or financial information that is obtained via third party providers or service givers. This includes, but is not limited to financial market data, quotes and news, education and trading lessons, analyst opinions and research reports, graphs and data.

The information on this Website should not be considered as unquestionable facts or as investment advice. The Company uses these third party providers in order to enrich the service given to its users, but this should be perceived only as an additional service whereby the Company will take no responsibility for inaccuracies or incorrect information; as well as the timeliness and completeness of such information.

Financial information could at times become unreliable due to the unpredictable nature of the markets, or technical reasons. Neither the Company nor the Third Party Providers take responsibility in these cases.

It is your sole responsibility to evaluate and verify all information obtained from the Website. It is also your sole responsibility to judge the relevance and suitability to your specific needs. The Company disclaims any liability or claim, for damage or loss of any kind caused by information contained in the Website, or referenced by the Website.

Service Cancellation

The Company reserves the right at its sole discretion, to refuse or cancel services, and/or to refuse to distribute funds/profits to any person for legitimate reasons, including, without limitation to:

- Illegal activity on the Website;
- Fiscal or pecuniary damage due to the investor's activities;
- Lack of compliance to any of these terms and conditions.

Promotions and Bonuses

From time to time, the Company may decide to offer its investors/users various promotions; including but not limited to prizes, special benefits, educational packages and more. In addition, the Company may offer bonuses to its investors - of different sizes, according to account size or account activity. The terms of these promotions and bonuses, are based on the sole discretion of the Company, and can be changed at any time.

Bonus amounts granted may not be withdrawn by the investor, unless he/she complies with the applicable trading requirements associated with such a withdrawal; the bonus amount divided by x equals the number of lots required to be traded before the bonus can be withdrawn from the account, In cases which the Company suspects any fraudulent activity in order to claim a bonus, the Company may cancel or reject the bonus promotion at its sole discretion. In any indication of manipulation, cash back arbitrage

or other forms of deceptive or fraudulent activity based on the provision of the bonus will invalidate the account and any profits or losses collected.

Leveraged Trading

A high level of leverage available while trading Forex and CFDs can work against you as well as for you. Leverage can boost your profits, but also enhance your losses. The Company grants a leverage of up to 1:100, but can revoke or adjust this to any level it deems fit, based on considerations the Company does not have to disclose.

KYC Policy

KYC Policy, which stands for "Know Your Customer" is the due diligence taken by the Company, in order to assure that all activity within its framework is compliant with all laws, rules and regulations. The goal of this policy is to correctly and accurately verify each Client's identity and true ownership of a credit card or any other payment method. This is done by requesting the following documents upon registration:

1. Valid national ID/Driver's license.
 2. Valid Proof of address.
 3. Proof of payment.
 4. Signed form declaring full awareness and consent to any transaction made to/from the trading account.
- The identity of the Client will be verified every six months, or more often if any suspicion arises with regards to the documents previously given.
 - It is at the sole discretion of the Company to determine what constitutes a valid and accurate document (including but not limited to clarity, quality, date, or any other factor the Company deems fit to comply with stringent KYC Policies.
 - The Company may opt to change or tighten the KYC policies from time to time; based on previous activity in the account, country of origin, new information obtained, or any other reason.

Deposit and Withdrawal Procedures

The Company's finance department reviews and handles all withdrawal requests submitted. In order to complete the transaction, the investor:

- a. Must have enough funds to withdraw on the date of the request. In other words, the sum requested must correspond to the sum of which can be withdrawn, and is available to be withdrawn at the time.
- b. Must have completed his/her submission of documents and forms to the Compliance department, and have received written approval that those documents and forms are indeed approved. The documents and forms required for the Compliance department include but are not limited to: proof of identity, proof of residence, proof of all payments, and signed confirmation and approval for all transactions.

Withdrawal fees will be charged in the following manner: 25-40 USD for wire transfers.

When a withdrawal request is submitted, the Company's finance department will review and process the withdrawal if all required conditions are met, and all required documents have been sent in full. The transaction could take up to 1-2 business days to process. Following the processing of the transaction, the funds will appear as transferred no longer than 1-2 business days following the written request.

The minimum amount which can be withdrawn at any given time from a trading account is 50 USD, unless the account is being closed/cancelled; in which case any remaining sum will be withdrawn/refunded. The maximum amount which can be withdrawn at any given time from a trading account is unlimited; subject to bonus conditions, compliance issues, and any other stipulation outlined in the [terms and conditions](#).

The minimum amount which can be deposited into a trading account which grants a package of service is 500 USD for an opening of the account. The maximum amount which can be deposited into a trading account is unlimited.

Only one credit card can be used per each account, providing credit card corresponds in a satisfactory manner to the compliance documents requested by the Company. Please see [terms and conditions](#) for more information.

AML (anti-money laundry) Procedures

The Company reserves the right to refuse/cancel/ terminate any business relationship with Investors who do not comply with the requirements of AML.

New investors upon initial funding of their account must provide documents which include but are not limited to: proof of identity, proof of residence, proof of all payments, and signed confirmation and approval for all transactions. All documents sent need to be deemed clear and at high quality, at the sole discretion of the compliance department of the Company. Additional requirements may be requested with respect to the level or quality of documents sent, and the investor must comply with these requirements fully.

In addition:

- a. All investors should provide all accurate information required upon registration.
- b. The initial deposits will be paid to the person who first registered for an account online, via the same payment method and precise medium.
- c. When a transaction is made using a credit card or debit card, the profit will be distributed solely to the person whose name appears on the card used to make the deposit and will not be reimbursed on the same card.

The Company may, from time to time and at its sole discretion, require from an investor to provide additional proof of identity such as notarized copy of passport or other means of identity verification as deemed necessary. The Company may at its sole discretion suspend an account until the required proof is provided and fully approved by the Company.

Intellectual Property

Every content, trademark, service mark, trade name, logo and icon are the property of the Company or its approved affiliates or agents and are protected by law and international treaties and provisions relating to copyright. You agree not to remove copy-right notices or other indications of protected intellectual property rights of any material you print or download from the Website. You will not obtain intellectual property rights, or any right or license to use such material or the Website. Images displayed on the Site are property of the Company. You agree not to upload, post, distribute or re-produce any information, software or other material protected by copyright or other intellectual property right (including rights of publicity and privacy) without first obtaining permission from the copyright owner and the prior written consent of the Company.

Term and Termination

The term of the terms and conditions shall be unlimited however the Company will be able to terminate the relationship between yourself and the company any time by notice to you. As of such termination, you shall not be able to carry out new transactions or conduct any activity on the account.

General clause

Our company will not be liable in any way to any persons in the event of force major, or for the act of any government or legal authority. In the event that any provision in these terms and conditions is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

Company Personnel

None of the Company's directors, officers, employees or agents or any other person that the Company assigns to give service to investors shall be liable for any damages, whether direct or indirect, caused to the investor. All decisions made are under the sole responsibility of the investor. Any communication with one of these individuals/bodies does not under any circumstances automatically reflect the policies or opinions of the Company. The Company will not hold responsibility for any information, opinion, statement, advice or notice which was given by any representative of the Company, and any damage of any sort which may ensue is under the sole responsibility of the investor.

Contacts

If you have any questions about this Policy do not hesitate to contact us:

info@fxcg.com.