

## **Agreement as to Terms of Service for the use of the Copyourtrades Platform**

By utilizing this website, you agree to be bound by these terms and conditions. This is a legal agreement ("Agreement") between you and CopyOurTrades Ltd, or any of its affiliated entities ("Copyourtrades ") for use of the website, data, Copyourtrades electronic trading platform, and products and services which you selected or initiated, which may include the Copyourtrades trading platform and third party signal providers ("Products and Services").

### **1. Scope – General Information**

#### 1.1. Scope of agreement

This is a legal agreement (hereinafter the "Agreement") between you and CopyOurTrades Ltd ("Copyourtrades ") for use of the website, data, Copyourtrades electronic trading platform, and products and services which you selected or initiated, which may include the Copyourtrades trading platform and third party signal providers ("Products and Services").

1.2. The Copyourtrades Platform is an automated trading system, allowing a Broker's client to reproduce in his/her trading account held with the Broker (the "Trading Account"), in an automated way and subject to the application of various parameters and limitations, trading signals generated by third parties (the "Signal Providers" or "Traders"), as further set out in this agreement and explained on the Platform's website.

1.2.3. Any reference to your "Account" in the Platform and generally in relation to Copyourtrades, for the purposes of this Agreement, shall mean the personalized operation of the Platform concerning you, your relations with Copyourtrades and the transactions made by you through the use of the Platform's functionality, as well as the capture and recording of such operation in the records and servers of Copyourtrades. Except for the purpose of receiving the applicable fees, Copyourtrades shall not receive or keep money or other assets belonging to you and, therefore, the meaning of the term "Account", as defined above, does not refer to the holding of any of your assets.

1.2.4. Copyourtrades does not undertake, by this Agreement to conduct any of your transactions either as your counterparty or as your broker and therefore assumes no liability in the event of non-performance (total or partial) or delayed execution of the signals generated through the Platform.

1.2.5. Copyourtrades does not have any involvement in the determination and provision of the products made available to you by any Broker, including the applicable leverage and spreads.

1.2.6. In addition to the automated generation of trading signals, the Platform allows you to generate your own trading signals ("manual" signals), as well as to monitor your transactions and be informed of their results and of your positions held with your Broker in the context of your Trading Account(s) that are connected with the Platform.

1.2.7. The choice of your Broker shall be made exclusively by you and your relationship with such Broker shall be governed by the agreement entered into between you and your Broker. Copyourtrades shall make available to you, through the website hosting the Platform, a list of the Brokers with which the use of the Platform is compatible, solely for your convenience, without proposing or suggesting any specific Broker to you.

### **2. Rules and arrangements for the provision of the service**

#### 2.1. Means of providing the service

2.1.1. You have access to the Platform through the website [www.Cotfx.com](http://www.Cotfx.com) or any other website communicated for this purpose to you by CopyOurTrades Ltd.

2.1.2. Given the nature of the Copyourtrades Platform, as provided through the use of electronic applications, you are required to make use of appropriate technical means (e.g. a computer, internet connection etc.), as well as to have the necessary knowledge for the appropriate handling of such means. By entering into this agreement and accessing the Copyourtrades Platform, you acknowledge and confirm that you have the necessary equipment and sufficient expertise for its proper use.

2.1.3. By using the Copyourtrades Platform you acknowledge that you understand and accept the risks associated with Internet-based trading services including, but not limited to, hardware, software or Internet connection related issues, and the potential inability of timely transmission of the relevant communication due to interruptions and/or errors. Since Copyourtrades does not control signal power, its reception or routing via Internet, the configuration of your hardware or software, or the reliability of your Internet connection, you agree that you are solely responsible for such failures, including

communication failures, disruptions, distortions and delays in trading. Copyourtrades recommends that you should be cautious when you use an iPhone, Smartphone, Blackberry or other handheld mobile device for trading or receiving data from the Copyourtrades platform. Handheld mobile devices depend on wireless connectivity, are subject to the limitations of mobile data, WiFi and mobile communication networks restrictions, and may not provide you with the same functions as accessing the Copyourtrades platform from a web browser. Copyourtrades shall not be liable to any person for any losses, damages, costs or expenses (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental or consequential damages) resulting from the use of a handheld mobile device.

2.1.4. The use of the Copyourtrades Platform by you requires the combined use of your user name and password. The user name and password are created by Copyourtrades and sent to you after your registration in the Platform and remain private and strictly confidential. Copyourtrades may require for the activation of your access in the Platform a confirmatory email process or any other confirmation process ensuring that the identification data have been sent to/from you. The combined use of the user name and password by you establishes that the use of the Copyourtrades Platform and any activity in your Account (indicatively, choice of Signal Providers, Account settings, manual actions, information on performed transactions, etc.) is made by you. It will be your responsibility to protect the secrecy of the user-name and password, bearing exclusive liability for any damage suffered as a result of any leaks or use thereof by a third party in any way, with or without your authorization. You may change the password at any time by following the relevant instructions listed on the website hosting the Platform, without any further disclosure of such change to Copyourtrades. For the purpose of preventing the use of the Copyourtrades Platform by a third party, it is recommended to change your password on a regular basis. Especially, in case of a leak of the user name or password, you shall immediately notify Copyourtrades and change the password.

## 2.2. No investment advice

2.2.1. Copyourtrades shall not provide to you any kind of investment advice or other investment service. Copyourtrades offers solely the technical means that enable you to adopt trading strategies of other users of the Platform, based on the assumption that you have consciously chosen to conduct CFD and/or FX transactions with a Broker of your choice. Copyourtrades does not recommend/suggest to any user of the Platform any transactions in any financial instrument nor does Copyourtrades represent that such transactions may be suitable or appropriate for you or any other user.

2.2.2. The history and statistics of the Signal Providers, the trading signals generated by the Signal Providers and the comments made by any Signal Provider on the Platform's website do not constitute any kind of personal recommendation towards you or any other user to conduct or abstain from any transaction or to follow or unfollow any Signal Provider and should not be regarded as such.

## 2.3. Registration with the Platform

Unless otherwise expressly agreed, your registration with the Platform is that of a normal user and this Agreement governs your relations with Copyourtrades under this specific and sole capacity.

## 2.4. Choice of Signal Providers

The Platform provides you the opportunity to trade based on automated electronic signals. You may adjust the Platform's settings so that it replicates in the Account the actions of one or more Signal Providers of your choice.

## 2.5. Application of settings to selected Systems

The replication of a Signal Provider's signals in your Account will always be subject to the restrictions applied by your Broker as to the offer of the products that you trade. In addition, you may choose specific settings and limits for the signals generated by each selected Signal Provider.

## 2.6. "Manual" actions

The Platform enables you to introduce trading signals in your Broker Trading Account at your own initiative (manually), meaning that you may open new positions or close positions previously opened by you or previously opened by a Signal Provider. When you introduce your own trading signals manually through the Copyourtrades Platform interface, such signals will be executed by your Broker, however, for technical and other operational reasons, the prices provided by your Broker may be different than those that you see on the Platform at the moment of the placement of your manual signal. Copyourtrades shall accept no liability for any issues related to the execution of manual trades.

## 2.7. Limitations of the services and of Copyourtrades responsibility

### 2.7.1. Copyourtrades draws your attention to the following:

- The Signal Providers neither are related to Copyourtrades nor have they any professional certifications or titles with relation to financial markets.
- Copyourtrades does not intervene in the content of the signals produced by the Signal Providers.
- The Signal Providers do not have access to and do not take into consideration any of the personal information or the position of the account of any of their respective followers.
- Monitoring and evaluation of the Signal Providers by Copyourtrades takes place solely based on their past behavior and will in no case refer to their future behavior or to the achievement of future performance.

2.7.2. Although the Platform replicates exactly the signals of the relevant Signal Provider(s) (after applying any limitations set by you in your settings), delays in the execution of your transactions by your Broker are probable. It is also probable that divergences arise between the prices that any Signal Provider achieves, with respect to the his own trades, and the prices that you achieve when following the signals of such Signal Provider, even if your trades are carried out at the same time as those of the Signal Provider. Such delays and divergences are normally attributable to the structure and function of the market, and particularly to (indicatively):

- a) The time period, even if very short, between the moment a signal is received from the Signal Provider and the moment of the execution of your trade by your Broker.
- b) The overall operation of the FX and CFDs market, given that there is no single reference price for the participants in such a market.
- c) The special events occurring in the market, such as a steep price fluctuation (for example in the case of news announcement), a great volume of transactions waiting to be executed by your Broker or by your Broker's liquidity provider.

Volatility or illiquidity in the Forex markets may also prevent orders from being executed at advantageous prices, or at all.

Therefore, Copyourtrades does not guarantee:

- An immediate and complete execution of the signals by your Broker.
- The matching of the prices at which you carry out any specific trade with those at which the Signal Provider carries out the same trade.

Generally, Copyourtrades shall not be liable to any person for any losses, damages, costs or expenses (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental or consequential damages) occurring because trades cannot be executed due to market conditions, or from any errors of your Broker.

2.7.3. By entering into this agreement, you acknowledge that you accept the risks inherent to the performance of transactions in the financial instruments supported by the Platform and provided to you by your Broker and that Copyourtrades bears no liability for these risks. In particular you acknowledge:

- i) That you are aware that transactions on financial instruments involve risks causing the reduction of the value of investments.
- ii) That foreign exchange, CFDs and other leveraged trading activities involve significant risk of loss. Such activity is not suitable for all investors and you should make sure you understand the risks involved, seeking independent advice if necessary.
- iii) That your trading results may vary depending on many factors. Because the risk factor is high in the foreign exchange, CFDs and other leveraged products, only genuine "risk" funds should be used in such trading. If you do not have the extra

capital that you can afford to lose, you should not trade in leveraged products. No "safe" trading system has ever been devised, and no one can guarantee profits or freedom from loss.

iv) That hypothetical performance results have many inherent limitations, some of which are described below. No representation is being made that any account will or is likely to achieve profits or losses similar to those shown. In fact, there are frequently sharp differences between hypothetical performance results and the actual results subsequently achieved by any particular trading program. One of the limitations of hypothetical performance results is that they are generally prepared with the benefit of hindsight. In addition, hypothetical trading does not involve financial risk, and no hypothetical trading record can completely account for the impact of financial risk in actual trading. For example, the ability to withstand losses or to adhere to a particular trading program in spite of trading losses are material points which can also adversely affect actual trading results. There are numerous other factors related to the markets in general or to the implementation of any specific trading program which cannot be fully accounted for in the preparation of hypothetical performance results and all of which can adversely affect actual trading results.

v) That you are aware and accept the risks arising from the replication of investment strategies of third parties when using the Copyourtrades Platform and that past performance posted on the Platform is not indicative of future results.

In this respect, you are required to carefully read the risk disclosure note found here: <https://www.cotfx.com/risk-disclaimer>, before accepting these terms and before commencing the use of the CopyOurTrades Ltd Platform.

2.7.4. Copyourtrades shall not be responsible for any damage incurred by you (or a third party having any relevant right through you) due to force majeure (including the exercise of the right of strike, the malfunction of computers including the breakdown of computer systems or electronic communications), fraudulent usage of the data stored in its records and servers by third parties, failure of its electronic systems due to malfunctions of the communications' network or malfunctioning of its software and hardware that is not attributable to the lack of maintenance or monitoring, as well as events related to the operation of third parties, such as interruption or suspension or limitation of the activities carried out by Brokers with whom Copyourtrades cooperates in the context of this agreement or third parties intervening in the course of your relationships and transactions with your Broker (exchanges, companies settling transactions, credit institutions etc.) for whatever reason.

2.7.5. Copyourtrades is not responsible for the actions or omissions of your Broker or any other third party with respect to the transactions that you carry out with your Broker for whatever reason.

2.7.6. Copyourtrades does not guarantee that the use of the Copyourtrades Platform will have a positive result or a specific performance for you. Any reference to the performance of transactions carried out by users of the Platform or Signal Providers is related exclusively to the past and by accepting these terms you acknowledge that you are aware of such fact. Any reference to the performances of any Signal Provider may not take into account the costs of transactions, such as Broker fees or any other fees applicable to your Copyourtrades Platform Account in the context of this Agreement.

2.7.7. The trades conducted by Signal Provider on his own trading account may involve amounts greatly different from the amounts allocated by you to each transaction following the Signal Provider's activity. This may itself cause a significantly different result compared to the Signal Provider's profits or losses even if the remaining characteristics of your positions are the same as the ones of the specific Signal Provider. In addition, particular limitations may be applied to your trading account by your Broker, which may not necessarily apply to the Signal Provider at the same time. Such limitations may be due to specificities of the regulatory framework applicable to each Broker or to the Broker's policies. The application of such limitations on your trading account may lead to further divergences between the results of the Signal Providers' trades and your own trades, especially if the Signal Provider's trading account is not subject to the same limitations.

## 2.8. Access to CFD Market Data to Demo Accounts

As regards CFDs, and to the extent feasible, Copyourtrades may provide to you access to online price and trade-related data regarding the underlying securities ("Market Data"). Such Market Data may include the streaming of quotes, market volume information, as well as public announcements relating to the issuers of underlying securities. Any such Market Data will be displayed on an "as is" basis, i.e. as received from Copyourtrades Market Data provider, and will include information that is available in a specific exchange. In this context, the prices of a specific underlying security that are displayed in the Market

Data may be different from the prices of the same security in other exchanges or markets where the same security may be admitted.

The provision of access to certain categories of Market Data is subject to the acceptance by you of the terms of the Market Data Addendum which forms an annex to this Agreement. To the extent that the Market Data Addendum refers to a specific Market Data provider, such Addendum will be terminated or amended or substituted in the event of termination of Copyourtrades relationship with the specific Market Data provider or in the event of substitution of the Market Data provider. In such cases Copyourtrades will apply its best endeavors in order to give you reasonable notice of the relevant event. In the case of substitution of the Market Data Provider, the provision of access to Market Data may be subject to the acceptance of additional terms by you.

Access to Market Data is provided to you exclusively for internal/personal use. You may not sell, lease, furnish or otherwise permit or provide access to Market Data to any other Person or to any other office or place. You will not engage in the operation of any illegal business use or permit anyone else to use Market Data, or any part thereof, for any illegal purpose or violation of any Regulatory Requirements. You may not present Market Data rendered in any unfair, misleading, or discriminatory format. You shall take reasonable security precautions to prevent unauthorized persons from gaining access to Market Data.

By utilizing Market Data related to individual US Stocks, you agree to be bound by the Market Data Addendum that can be found [here](#).

## 2.9. Inability to access the Platform

In case, for whatever reason, you are unable to access the Platform and its services, you must immediately notify Copyourtrades and contact your Broker directly to manage any open positions you have in your Trading Account. You may also request from your Broker to disconnect your account from Copyourtrades, while you are unable to access the Copyourtrades services, so as to avoid receiving new positions from Signal Providers in your Trading Account.

## 3. Communication

### 3.1. Means of Communication

The communication between you and Copyourtrades shall take place, depending on the case, either in writing or orally. More particularly:

- The written communication takes place via documents exchange/shipping, via fax or via electronic mails being sent to the electronic addresses of the parties or via the Platform's dedicated application for messages and communication.

- Oral communication takes place in principle via telephone. Copyourtrades may tape record your telephone conversations with its employees, in order to prove the content of such conversations, as well as for the protection of your and Copyourtrades mutual interests. All such recorded telephone conversations may be stored in accordance with its Data Privacy Policy that is available on Copyourtrades website.

### 3.2. Confidentiality

Copyourtrades will keep the information provided by you confidential under this agreement and take the necessary internal measures in order to ensure the confidentiality of such information. Confidentiality does not extend to any data or information

a) That Copyourtrades has an obligation to disclose to the public or any competent authority

### 3.3. Information regarding your trading activity

Copyourtrades provides you with ongoing access to a personalized area of the Platform, in which you enter by using your individual codes, for the purpose of receiving at any time information on your trading activity at any period of time.

Although Copyourtrades will apply its best efforts in order to provide you complete and accurate information in a timely manner, such information is not intended to substitute the information that your Broker is expected to provide to you with respect to the activity of your Trading Account. Consequently, Copyourtrades draws your attention to the fact that you must

regularly check your Trading Account's activity and content with your Broker, through the relevant applications, trading platforms or other communication means that are made available to you by your Broker.

#### 3.4. Liability for transmission errors

In cases of delay, interruptions or other errors that may occur during the transmission of electronic mail or fax, as well as in cases of incorrect translation or interpretation of technical terms, Copyourtrades shall only be liable for willful misconduct or gross negligence of its executives, agents or employees.

**4. Fees** – To participate in the copyourtrades ltd services and offerings you are required to become a member through subscription costing £97.00 GBP. The subscription gives you monthly access to all information which is regularly updated and delivered via the members portal incorporated on the website host.

#### 4.1. Classic Account

Unless explicitly indicated otherwise by Copyourtrades, in the case of a "Classic Account", Copyourtrades is compensated for its services based on the spread between the bid/ask prices provided to you by your Broker or based on any other specific costs charged to you by your Broker when initiating a trade .

#### 4.2. Profit Sharing Account

In the case of a Profit Sharing Account, you shall pay directly to Copyourtrades a monthly fixed Subscription Fee at the start of the calendar month (calculated on a pro-rata basis for periods of less than a full month).

In addition to the Subscription Fee, you shall pay to Copyourtrades a percentage based Monthly Performance Fee per selected Signal Provider. The Monthly Performance Fee shall be calculated on a monthly basis and shall be based upon your profit made from each selected Signal Provider that exceeds the Benchmark. For the purpose of this agreement, a "Benchmark" is defined as the net new high in profit of a Signal Provider at the end of a given monthly period, during the life of the Account. Profit shall be determined by taking into consideration the your equity at the end of each month, on all trading activity from each selected Signal Provider (which includes all open and closed positions) during the same month, comparing it to previous Benchmark(s).

The Performance Fee will be applicable separately on each Signal Provider and not in the aggregate performance of the Account as a whole.

To open a Profit Sharing Account you must provide one or more payment methods. In case your primary payment method is declined or no longer available to Copyourtrades for the payment of the Subscription Fee and/or Performance Fees, Copyourtrades shall charge any one of the other payment methods associated to your Account, as the case may be, including but not limited to the Trading Account with your Broker. In such case, Copyourtrades will proceed to the collection of the fees from the Broker on a best effort basis, without further direction or confirmation from you, unless otherwise notified in writing. Copyourtrades shall not be held responsible or liable for any miscalculation or non-payment of said fees for any reason whatsoever.

You can cancel the Profit Sharing account subscription at any time, and will continue to have access to the account through the end of the billing period. Payments are non-refundable and Copyourtrades does not provide refunds or credits for any partial - month subscription periods or unused Profit Sharing Account. To cancel the subscription, you should follow the relevant instructions of the Platform.

The amounts of the Subscription Fee and Performance Fees are available on Copyourtrades website and shall be communicated to you in the context of the opening a Profit Sharing account. Copyourtrades may change the said amounts from time to time; however, any such changes will apply to subsequent billing cycles following notice of the change(s) to you. Profit Sharing Account fees may be charged by Copyourtrades itself or by any other Affiliate entity of Copyourtrades as the case may be.

By utilizing a Profit Sharing account, you agree to be bound by the Agreement on the Storage of the Cardholder's Credentials that can be found [here](#)

## 5. Authorizations

You hereby authorize Copyourtrades to access the Trading Account held by you with your Broker, via all appropriate technical means and - to the extent necessary - the relevant competent personnel and executives thereof, in order

a) to connect the Platform to your Trading Account in a way to allow the introduction of the signals resulting from the operation of the Platform in your Trading Account;

b) to obtain full information about your Trading Account connected to the Platform, in order to be able to provide comprehensive information to you via the Platform;

c) to obtain information regarding your identification, for the purpose of providing the Copyourtrades Platform to you, receiving payments from you and complying with any applicable rules (including for the prevention of money laundering)

d) to proceed to any other necessary consultation and collaboration with the Broker in order for the purpose of this agreement to be fulfilled.

## 6. Signature specimens

Copyourtrades is entitled to receive and keep specimens of your and your representatives' signatures, if necessary for the fulfilment of the Service.

## 7. Final provisions

### 7.1. Representation regarding funds

By accepting these terms and proceeding to the opening and operation of your Account, you represent and certify to Copyourtrades that

a) all amounts of money that you have deposited and/or will deposit with your Broker belong to you, are from a legal source and do not derive from acts or activities falling within the prohibitions of the laws on the prevention and suppression of money laundering;

b) generally you shall comply with the legal provisions and shall not engage in illegal or prohibited actions or practices;

### 7.2. Restrictions to the use of Platform Information

By viewing Copyourtrades website and trading on Platform, you fully understand and agree to respect the proprietary rights of Signal Providers and of Copyourtrades, and you represent that you do not desire to acquire from the Signal Providers any trade secrets or confidential information.

You represent that you will be using signals solely for your own Copyourtrades Account and that you will not be reproducing such signals with any third party platforms or services outside of the Copyourtrades platform, without the written permission of Copyourtrades. Immediately upon notice from Copyourtrades that, in Copyourtrades opinion, any use of the Platform does not comply with this standard, you will cease such manner of use. Furthermore you agree that Copyourtrades may at its sole discretion disable your access to the Platform at any time, in the case of system abuse or any infringement of any patent, copyright, trademark or other proprietary right or infringement upon a trade secret of any person or entity, or other reasons not described in this Agreement.

### 7.3. Duration – Termination

This agreement is of indefinite duration. The agreement shall take effect after acceptance by the Client and upon the opening of the Account by Copyourtrades, and shall be terminated upon the closure of the Account. The Account may be closed either by a request from you, subject to Copyourtrades acceptance and provided that no Fees are outstanding, or in Copyourtrades initiative with a reasonable notice or – in the case of inactive accounts – with no notice.

## 7.4. Governing law – Jurisdiction

7.4.1. All contractual relationships between Copyourtrades and the Client are governed by the laws of the United Kingdom.

7.4.2. The courts of the United Kingdom will be competent for any dispute between you and Copyourtrades arising from this contractual relationship. Copyourtrades has the discretion to choose any other court having jurisdiction for the exercise of its claims against you.

## 7.5. Other terms

7.5.1. The terms of this agreement shall only be amended by a written agreement between you and Copyourtrades (including by way of acceptance by electronic means), without prejudice to the provisions of the following paragraph.

7.5.2. Copyourtrades shall have the right, at any time and under its sole and absolute discretion, to unilaterally change and/or amend the terms and conditions of this Agreement. You agree that any new format of this Agreement which shall be posted on Copyourtrades Website shall be considered as sufficient provision of notice for the changes and/or amendments made in such a new format and shall become effective as of the date of posting it as aforesaid.

7.5.3. In case one or more the terms of this agreement is or becomes unenforceable, it shall not affect the validity of the remaining terms and the remaining provisions shall remain in force.

7.5.4. You shall not assign or transfer in any way to third parties any of your rights and claims arising from your relations with Copyourtrades under this Agreement, unless otherwise agreed in writing.