

DULCIMAR INVEST ZRT –the company- address: Budapest Hungary delivers the service

### **General Terms:**

The following contract explains the use of various conditions for using the services available on our website [www.domcapitalfx.com](http://www.domcapitalfx.com).

Please feel free to contact us by emailing our customer support at [support@domcapitalfx.com](mailto:support@domcapitalfx.com) whenever you have any questions or queries. Our website is accessible worldwide to anyone with Internet access. Access to and use of our site are subjected to these terms and conditions.

BY USING AND ACCESSING OUR WEB SITE, YOU ACCEPT, WITHOUT LIMITATION, ALL OF OUR TERMS AND CONDITIONS. We reserve the right to change these terms and conditions at any time. Change of these Terms & conditions will occur by mere posting of a new and modified version of these terms and conditions on our web site. By using our web site, you agree in advance that each use will be subjected to the Terms & conditions. If you do not agree with these policies, do not use this site and leave it immediately.

**Refund policy-** The client is entitled for a full refund on his unused funds. In case the client loses, we do not guarantee a refund and the company will not be held responsible. In order to receive the funds the client is required to provide full KYC documents. Once the documents are received, the request will be processed back to the same deposit method used by the client within 7 working days excluding transfer fees etc.

**Governing Law and Exclusive Courts-** This agreement is governed by the laws of the UK.

Any legal action will be brought exclusively in courts of UK. When providing and giving access to FOREX services through our site [domcapitalfx.com](http://domcapitalfx.com), DULCIMAR LTD undertakes to be honest, fair and professional in accordance with the best interests of the clients. Subject to the T&C, DULCIMAR LTD is and will remain fully liable to the clients for any and all claims, losses, costs and damages for the services provided by the [domcapitalfx.com](http://domcapitalfx.com).

### **Online Services Agreement:**

This is an agreement between [domcapitalfx.com](http://domcapitalfx.com) -our site- and you.

This agreement applies to both the site and trading platform. It also applies to the electronic content and / or software currently contained on the site that provides the customers with real-time information on exchange rates of currencies, and the transaction services program on the FOREX market via internet, telephone or fax, and any other features, content or services that [domcapitalfx](http://domcapitalfx.com) may add later.

### **Membership Eligibility:**

Services are available and reserved only for individuals or businesses that can establish a legally binding contract under the laws applicable in their country of residence. Without limiting the under mentioned terms, our services are not available to people aged under 18 or who have not attained the legal age "Minors". If you are a minor, you cannot use this service. PLEASE DO NOT USE THIS SITE IF YOU ARE NOT QUALIFIED. To avoid any doubt, we disclaim any liability for unauthorized use of our services by minors in any manner or another. In addition, our services are available only for people who have experience and sufficient knowledge in financial matters, 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 on the content of the Site. Without derogating from the above-mentioned provision, we disclaim any responsibility for auditing and/or checking your level of knowledge and/or

experience, and any liability for damages and/or loss suffered as a direct result and/or indirectly from your use of the site. It is the same for any transaction and/or use of the services. Without limiting the above-mentioned provisions, our services are not available in areas where their use is illegal and domcapitalfx reserves the right to refuse and/or cancel access to its services to anyone at its sole convenience.

#### **Registration Information and Requirements:**

When registering, you'll have to provide certain identifying information. You are responsible for the security of your account's login and password with domcapitalfx. You are solely responsible for any damage caused by any reason of any act or omission resulting in improper or illegal use of your account.

You agree to provide accurate and complete information about yourself during the registration process and you also agree not to impersonate another person or entity, and not to hide your identity from domcapitalfx 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.

domcapitalfx treats the information you provide with the highest levels of security according to the disclosure of information provided during the registration process and Privacy Policy.

#### **Legal Restrictions:**

Without limiting the under mentioned provisions, you understand that laws regarding financial contracts vary throughout the world, and it is your responsibility to make sure you properly comply with any law, regulation or guideline in your country of residence regarding the use of this Site. To avoid any doubt, the ability to access our site does not necessarily mean that our services and/or your activities through the site are legal under the laws, regulations or directives relevant to your country of residence.

You hereby declare that the money in your account with CBFTtrade does not come from drug trafficking, kidnapping or other illegal or criminal activities.

#### **Limited License:**

CBFTtrade grants you a limited non-exclusive, non-transferable license to access and use the site. The license is subjected to your compliance with the terms of this agreement. You agree not to resell or make the site available to any other person, and will not copy any documents contained on the site for resale or for any other purpose without the prior written consent of domcapitalfx. To avoid any doubt, you will be liable and bound by any unauthorized use of the site, in violation of this section. You agree to use all the information provided by domcapitalfx for the sole purpose of performing transactions in the site. You also agree not to use electronic communication features of a service on the site for any illegal, abusive, intrusive, obscene, threatening or hateful purposes, as well as harassment and vilification in the privacy of others. The license granted hereunder shall be terminated if domcapitalfx considers that any information provided by you, including your e-mail is no longer current or accurate, or if you fail to comply with any term or condition of this agreement and all rules and guidelines for each service. It will be the same if domcapitalfx determines that you committed a crime on the domcapitalfx trading platform (including without limitation the conclusion of a transaction outside the market rates). If such a violation occurs, you agree to cease accessing the services. You agree that domcapitalfx, in its sole discretion and with or

without notice, may terminate your access to all or part of the services, close any open transaction and remove and discard any information or content within a service.

**Risk Disclosure:**

You agree to use the site at your own risk.

Without limiting the undermentioned provisions, the services provided on this site is intended only to customers who are able to withstand the loss of any money they invest and who understand the risks and have experience in taking risks in financial markets. The possibility exists that you could endure a loss of some or all of your initial investment and hence you should not invest money that you cannot afford to lose. You should be aware of all the risks related to binary options trading, and solicit advice from an independent financial advisor in case of doubts.

**Financial Information:**

Through one or more of its services, domcapitalfx can provide you with a wide range of financial information that is generated internally from agents, suppliers or partners (Third Party Providers)

This includes, but is not limited to financial market data, quotes and news, analyst opinions and research reports, graphs and data ("Financial Information").

The financial information provided on this site is not intentional investment advice. domcapitalfx offers financial information only as a service. domcapitalfx and its Third Party Providers do not warrant the accuracy, timeliness, completeness or correct sequencing of the financial information, or results of your use of this financial information. The financial information may promptly become unreliable for various reasons, including, for instance, changes in market conditions or economic circumstances. Neither domcapitalfx nor the Third Party Providers are required to update the information or opinions included in the financial information, and we can interrupt the flow of financial information at any time without notice.

It is your responsibility to verify the reliability of the information on the site and its suitability for your needs. We exclude all liability for any claim, damage or loss of any kind caused by information contained in the site or referenced by the site.

**Links:**

domcapitalfx may offer a link to other websites that are provided or controlled by third parties. Such link to a site or sites is neither an endorsement or an approval nor a sponsorship or an affiliation to such site, its owners or its suppliers. domcapitalfx recommends you to make sure you understand the risks associated with the use of such sites before retrieving, using or purchasing via the Internet.

Links to these sites are provided solely for your convenience and you agree not to hold domcapitalfx responsible for any loss or damage due to the use or reliance on any content, products or services available on other sites.

### **Cancel Feature Abuse**

domcapitalfx offers a special cancellation feature that allows traders to cancel a trade within a few seconds of execution. Abuse of the cancellation feature can be considered market arbitrage and can result in forfeiture of profits. domcapitalfx reserves the right to cancel a position if the cancellation feature is abused. The acceptable cancellation percentage cannot exceed 20% of the total number of executed trades. Cancelling more than 20% of the total number of executed trades is considered abuse of this feature and the resulting profits may forfeit from such abuse.

### **Trading Cancellation**

domcapitalfx reserves the right in its sole discretion to refuse, cancel the services, and/or refuse to distribute profits to anyone for any legitimate reason including, but not limited to:

- Any time when domcapitalfx has any reason to believe that a person's activities on the site may be illegal.
- Any instance where domcapitalfx may suffer any fiscal, regulatory, or pecuniary disadvantage by virtue of anyone's activities.
- Any instance where one or more transactions on the site are judged by domcapitalfx to have been performed in violation of this agreement.

### **Payment procedure:**

domcapitalfx finance department supervises every withdrawal request submitted. Identification documents must be submitted before any withdrawal. There is no fee relating to withdraw by credit card, but any withdrawal made by wire transfer will be charged with the amount of \$25.

When a withdrawal request is submitted, domcapitalfx may take up to 3 business days to process the request. When your application is approved please wait for 5 to 7 additional days before seeing your funds in your account.

### **Bonus:**

domcapitalfx provides attractive rewards features to its new and regular clients. Bonuses and one time trading credits are part of domcapitalfx promotions program. These bonuses are limited by time and the conditions related to any bonuses are subject to change.

To withdraw your bonus or profits, you will be asked to perform a trading volume 2 million per each \$100 bonus. The bonus can be withdrawn only when the foregoing stipulation has been fully respected and fulfilled. Any withdrawal of funds from an account made before completing the terms of bonus will be immediately canceled and removed from the account.

Any indication of fraud, 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.

### **Limited Liability:**

We are committed to ensure continuity of the services on the site. However, we take no responsibility for any error, omission, deletion, interruption, delay, defect, in operation or transmission, communications line failure, theft or destruction or unauthorized access or alteration of the site or services. We decline responsibility for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, hardware or software, or any technical failure because of technical problems or traffic congestion on the Internet, the site or any service. To the extent permitted by applicable law, in no event shall we be liable for any loss or damage arising from use of the site or services for any content posted on or through the site or services, or the conduct of all users of the site or services, whether online or offline.

IN NO EVENT domcapitalfx OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY DAMAGES WHATSOEVER TO YOU, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE USE OF THE SITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION THE QUALITY OF THE USEFULNESS OF INFORMATION PROVIDED THROUGH OR AS PART OF THE SITE OR ANY INVESTMENT DECISION MAKING ON THE BASIS OF THE INFORMATION, WHETHER THE DAMAGES WERE PREDICTABLE OR NOT AND WHETHER OR NOT domcapitalfx HAS BEEN ACQUAINTED WITH THE POSSIBILITY OF SUCH DAMAGES.

LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL THE domcapitalfx CUMULATIVE LIABILITY TO YOU EXCEED THE AMOUNT OF MONEY YOU TRANSFERRED OR DEPOSITED IN YOUR ACCOUNT ON THE SITE IN CONNECTION WITH THE TRANSACTION GIVING RISE TO SUCH LIABILITY.

### **AML Procedures:**

**Prohibited Uses:** It is prohibited to abuse this site for the purpose of money laundering. domcapitalfx employs best practice anti-money laundering. CBFTtrade reserves the right to refuse and to terminate any business relationship, and to cancel any operation of customers who do not comply with the requirements of anti-money laundering:

- Online traders should provide all information required for registration.
- The earnings will be paid to the person who first registered for an account online.
- When a customer maintains an account through wire transfers, the gains will be distributed to the sole owner of the originating bank account. When you make deposits in this way, it is the responsibility of the live trader to ensure that the trader's account number and the registered name of the account owner accompany every transfer to domcapitalfx.
- When a fund is made using a credit card or debit card, the profits 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.
- Only one account is allowed per person. No gains can be levied on accounts opened under false names or multiple accounts opened by the same person.
- domcapitalfx may, from time to time at its sole discretion, require from a customer to provide additional proof of identity such as notarized copy of passport or other means of identity verification if necessary and may, at its sole discretion, suspend an account until the required proof is provided.

### **Intellectual Property:**

Every content, trademark, service mark, trade name, logo and icon are the property of domcapitalfx or its affiliates or agents and are protected by law and international treaties and provisions relating to copyright. You agree not to remove copyright notices or other indications of protected intellectual property rights of any material you print or download from the site. You will not obtain intellectual property rights, or any right or license to use such material or to use the site, other than those set forth herein.

Images displayed on the site are property of domcapitalfx. You agree not to upload, post, distribute or reproduce 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 domcapitalfx.

### **Indemnification:**

You agree to defend and indemnify our company and its officers, directors, employees, and agents and to hold them harmless from and against any and all claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of / or in any way connected with your access to / or use of the site or services, your violation of any of the terms in this agreement, or your breach of any applicable laws or regulations.

### **Term and Termination:**

The term of the agreement shall be unlimited; however, our company will be allowed to terminate this agreement at any time, and you will be notified. After termination, you shall not be able to make new transactions.

### **General clause:**

Our company will not be liable in any way to any person in the event of superior force, or for the act of any government or legal authority.

In the event that any provision in this agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The failure of a party to enforce any right or provision of this agreement will not be deemed a waiver of such right or provision.

Our company may assign this agreement or any rights and/or obligations hereunder without your consent.

Our company may amend the terms of this agreement from time to time by posting the amended terms on the site. You are responsible for checking whether the agreement was amended. Any amendment shall come into force as of the day it was published on the site. If you do not agree to be bound by the changes of the terms and conditions of this agreement, then do not use or access our services, and inform us in writing immediately.

This agreement is executed by and between DULCIMAR INVEST ZRT (the company), and the client. Clearing and billing services are done by DULCIMAR INVEST ZRT address budapest hungary