



TERMS AND CONDITIONS OF BUSINESS

1. Introduction

1.1. GF Markets Ltd (the “Company” and/or “GF Markets”) is a company incorporated under the Laws of Saint Lucia and registered with the Financial Services Authority (the “FSA”) under the registration number 2023-00089. The Company’s head office is located at 10 Manuol street, Castries, Saint Lucia (the “Head Office”).

1.2. GF Markets operates under the website www.gfmarketsllc.com (the “Company’s Website” and/or “Website”).

1.3. The present terms and conditions of business (the “T&C”) constitute a comprehensive understanding of terms and rules related to the use of the Company’s Website and the services which the Company is authorised to provide, as described in the Client Agreement. It is highly recommended to carefully peruse the T&C upon entering the Website to review the information provided and acknowledge the terms and conditions that apply accordingly, along with the information provided under the Legal and Corporate Affairs.

2. Acknowledgement of the Parties Involved

2.1. GF Markets is offering an online innovative and unique experience to businesses and individuals via the Website subject to the T&C that govern all actions executed through the Company’s Website.

2.2. The businesses and/or individuals (the “Client” and/or “User”) who enter the Company’s Website are responsible to peruse the T&C, along with all the information provided under the Legal and Corporate Affairs and fully understand the content before they proceed with registration to use the services provided through the online electronic system. The Client acknowledges that the T&C and all the content under Legal and Corporate Affairs are accepted upon registration with the Company’s Website, and once the registration process is completed then the User automatically enters into a business relationship with the Company, and such business is governed by the terms and conditions of the Client Agreement.

2.3. The Client acknowledges that trading in any financial instrument involves a significant level of risk which may result in loss of all and/or part of the funds invested, pursuant to the Company’s Risk Disclosure Notice.

2.4. The Client acknowledges that the Company’s official language is English. Hence, the Client agrees that all documentation and information provided by the Company’s Website shall be in the English language, thus if such documentation and/or information are provided in any other language, this will be solely for informational purposes. Therefore, the Client agrees that the Company shall not be legally responsible and/or liable for the accuracy of the translated information and documentation.

3. The Scope

3.1. The T&C provide the rules upon which the Company and the Client will enter business whereas the Company is authorised to provide investment services and the Client shall have access to the Company’s services upon registration via the Company’s Website, and such services shall be

provided subject to the terms and conditions of the Client Agreement.

3.2. The T&C are non-negotiable and shall not override any other agreements and/or arrangements and/or representations expressed and/or implied made by the Company unless the Company determines to do so.

4. Commencement and Application of the Terms and Conditions

4.1. The validity of the present T&C shall commence upon registration of the User with the Company's Website and shall apply in combination with the Privacy Policy that sets out the terms on which the Company shall process the personal data of the Client by using the Website, the Cookie Disclosure Notice that sets out information about the cookies on the Website, the Anti-Money Laundering (AML) Policy that sets out the rules the Company has adopted in order to comply with the AML Law, the Withdrawal Policy that determines the withdrawal procedure, the Complaints Management Policy whereas the Client can submit a complaint to the Company, the Conflict of Interest Policy that outlines the manner in which the Company where applicable, identifies, manages, mitigates or controls any possible conflicts of interest which may arise, during the course of your business relationship with GF Markets Ltd, and the Client Agreement that sets out the terms and conditions of the business relationship between the Client and the Company, and the services provided by the Company to the Client. All legal documentation can be found under Legal and Corporate Affairs and shall apply in combination with the present T&C.

5. Variation and Amendments

5.1. The Company reserves the right at any time to amend, alter, modify, delete, or add to any of the provisions of the T&C in accordance with the terms hereof, and any amendments and/or variations to the T&C shall have immediate effect once officially posted on the Company's Website accompanied with the relevant announcement.

5.2. Any such variations and/or amendments shall be considered acceptable in the event the Client is continuously using and/or access the services following the publication of the same.

6. General Terms

6.1. The Website is operated by GF Markets Ltd, and the information on the Website is not intended for distribution to, or use by, any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation.

6.2. GF Markets is not eligible to provide services to residents of certain jurisdictions, such as: Russian Federation, United Kingdom, Japan, the United States of America, Canada, EU countries, Cuba, Sudan, Syria and North Korea and listed / relevant parties of Consolidated United Nations Security Council Sanctions Lists and some other regions.

6.3. In terms of the client risk, it is the responsibility of the Client to ascertain whether he/she is permitted to use the services of GF Markets and the Website based on the legal requirements in his/her country of residence.

6.4. The Company shall set the appropriate margin requirement as to ensure that the Client's losses will not exceed the total available funds across the Client's trading accounts, taking into consideration the market volatility, financial instruments contract size and predetermined events that would affect certain markets.

6.5. The Company reserves the right to immediately terminate the Client's access to the trading platform(s) and recover any losses caused by the Client, in the event the Company determines, at its sole discretion, that the Client voluntarily and/or involuntarily abuses negative balance protection, as provided in clause 6.4, by way of, but not limited to hedging his/her exposure using the trading accounts, under the same profile or in connection with another Client's and/or requesting a withdrawal of funds.

6.6. The Company reserves the right to impose deposit limits and deposit fees, at any time. Hence, any funds transmitted to the Company's bank accounts by the Client, where permitted, will be deposited into the Client's account with us at the value date of when they were received by the Company and net of any charges/fees charged by the bank account providers, the Company's payment service providers and/or any other intermediary involved in such transaction process. Before accepting any such funds into the Company's bank accounts and/or making any such funds available in the Client's account with us, we must be fully satisfied that the Client is the sender of such funds, or that such funds have been transmitted to the Company by an authorized representative of the Client; in those instances where the Company is not satisfied that the Client is the sender of such funds, or that such funds have been transmitted to the Company by an authorized representative, we reserve the right to refund/send back the net amount received to the same remitter from, and by the same payment method through which such funds were received.

6.7. The Company shall use the following forms of communication with the Client:

- (a) Trading Platform internal mail;
- (b) email;
- (c) telephone;
- (d) Company News Webpage.

The contact details provided by the Client whilst opening the trading account or as updated by the Client will be used by the Company to contact the Client and the Client will agree to accept any notices or messages from the Company at any time.

6.8. The Company and the Client agree and undertake to keep confidential and not disclose to any third party any confidential information given by one party to the other, including without limitation, all the communication, documentation or other information exchanged between the Company and the Client during the terms of the present T&C.

6.9. The Company may at its discretion proceed to freeze the account of the Client if it considers that documents received are not adequate and in the event the Client fails to provide the documents within the required deadlines as advised by the Company. In this case, the account of the Client will be charged a handling fee of \$5 per month or the balance of the account whichever lower until the Client provides the Company with the missing information.

6.10. The Company may at its discretion set a timeframe whereby the funds deposited by the Client into the account shall be kept within the required timeframe, and the Client will be required to initiate trading once that timeframe elapses.

6.11. All Clients that are registered under a partner/agent are considered non-transferable, unless the Client or an authorised representative of the Client specifically requests from the Company in writing to be transferred.

7. Force Majeure and Responsibility for Loss or Damage

7.1. The Company shall not be held liable to the Customer or to any other person in an event of force majeure, or of any act of Government or legal authority, or failure of or damage or destruction to its computer systems, data or records or any part thereof, or for delays, losses, errors or omissions resulting from any failure of telecommunications or computer equipment or software beyond the control of the Company.

7.2. Any party affected by any such event of force majeure shall notify the other as soon as practicable and take all reasonable steps to minimize any negative effects of the circumstances.

7.3. To the maximum extent permitted by law, the Company will not be liable in any way for any loss or damage suffered by the Client through the use or access to the Website or failure to provide the Website.

7.4. The Company is using the best technology as to secure the safety of the Users, however it cannot guarantee that the Website will be secure or free from viruses as all time. To this effect, the User shall be responsible for configuring information technology, computer programmes and platform to access the Website and the User should use your own virus protection software.

8. Inactive accounts Policy

The company will be charging safekeeping/maintenance fee for all inactive accounts listed in its system. This fee will be effective after 60 days of inactivity and then every month. The fee will be USD15 (or the equivalent of USD15 for accounts denominated in currencies other than USD)

9. Governing Law

The governing law and jurisdiction of these terms is set out in the Client Agreement.

10. Severability and /or Unenforceable Event

In the event any provision/s of the T&C is deemed void and/or unenforceable and/or illegal by a court of the competent jurisdiction, the remaining T&C shall remain in effect and the validity and/or enforceability of such shall not be affected in any other jurisdiction.