

# Terms & Conditions for Using the "Signals" Service

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# 1. Introduction

- 1.1. This document, the "Terms & Conditions for Using the "Signals" Service" ("Terms"), governs the relationship between the Client and Alpari Limited (the "Company") regarding the use of the "Signals" service ("Service").
- 1.2. Alpari Limited provides the Client with access to the services provided by MQL5 Ltd. These services grant the right for MQL5 Ltd. to conduct trades from the Client account.
- 1.3. The Client agrees to the Terms when creating a registered account at the MQL5.community payment service, supported by MQL5 Ltd.

# 2. "Signals" Service Description

- 2.1. The Service has been created to facilitate the automated opening, closing, setting up, adjustment and deletion of trading orders ("Instructions"), generated by providers of trading signals ("Signal Providers").
- 2.2. Signal Providers are traders and developers of automatic trading systems, authorized by MQL5 Ltd. to post Instructions to registered subscribers of the Service.
- 2.3. The Service supports the following basic functions:
  - a. The display of a public rating system for the Signal Providers, with the ability to sort through the providers based on different analytical indicators of profitability and risk, based on the actual historical data collected from the Signal Providers;
  - b. The filtering of Signal Providers by various additional criteria using real trading accounts including, and without limit to, subscriber numbers, length of trading history and price;
  - c. A public page for each Signal Provider with a wide selection of statistical information, trading history charts and strategy descriptions.
  - d. The ability to subscribe to Instructions provided by Signal Providers with the limit of one subscription for each separate trading account.
  - e. The ability to pay for the subscription through the electronic payment system of MQL5.community, and the registration of an account at MQL5.community used to activate and pay for subscriptions.
- 2.4. When the subscription to a Signal is activated, the Instructions are sent by MQL5 Ltd. to the Company's trading server in the name of the Client.
- 2.5. The choice of trading instruments and the type of order contained within the Instructions are determined by Signal Providers in accordance with their trading strategy. The lot size transmitted in the Instructions is calculated automatically, corresponding to size of the deal made by the Signal Provider, the leverage and balance of both the Signal Providers and the Client, and also the capital management settings of the Client.
- 2.6. The Client can activate their subscription in the following manner:
  - a. Log in to MetaTrader 4 or MetaTrader 5 ("MetaTrader");
  - b. Log in to MQL5 Ltd., select a Signal Provider and follow the instructions "<u>How to Subscribe to</u> <u>Signal Providers in MetaTrader 4</u>".
- 2.7. A Client can unsubscribe from a subscription, by clicking "Unsubscribe" on the Signal Provider's page in MetaTrader.
- 2.8. Payment for the Signal begins as soon as it is activated by the Client.

#### 3. Key Features of the "Signals" Service

- 3.1. The Client fully acknowledges the following key features of Signals:
  - a. A trading account can only be subscribed to one signal at any one time, so that if the Client wishes to work with multiple Signals then they should use multiple accounts;
  - b. To receive Instructions, you must be connected to, and authorized on MetaTrader;
  - c. There should be no open orders on your trading account when you start to use a new Signal;
  - d. When the Signal is activated for the first time, the account is synchronized and all the positions associated with the Signal are automatically opened at the existing market price.

e. The Service utilizes a special program, whereby the Client activates the subscription using their MQL5.community account details. The password of the trading account is not used by the Service and is not disclosed to either the Signal Provider or to MQL5 Ltd.

## 4. Terms of Using the "Signals" Service

- 4.1. Before using the Service, the Client ensures that they have understood the services offered by MQL5 Ltd., through undertaking their own research into the offering or receiving expert advice on the advantages of using such a service and:
  - a. Confirms that they have carefully read and agree to the "<u>MQL5.com Signals Service Terms of</u> <u>Use Agreement</u>" on the MQL5 website;
  - b. Acknowledges that they have read and understood the "<u>Rules of Using the Signals Service</u>" and the "<u>MQL5.community Payment System</u>" guide;
  - c. Confirms that they fully understand, and accept all the risks associated with margin trading on the financial markets;
  - d. Understands that the past trading results presented on the site are no guarantee of future results;
  - e. Fully understands that the Signal Provider is not an employee, agent or representative of the Company or MQL5 Ltd.;
  - f. Agrees to address claims regarding the early termination of Instructions and other issues related to the quality of the Service, directly to the Signal Provider using their contact details as provided on <a href="http://www.mql5.com">www.mql5.com</a>;
  - g. Is obliged to independently analyze the information supplied by MQL5 Ltd. and agrees to rely on such information solely at their own risk;
  - h. Assumes full responsibility for all orders opened during the subscription period, as well as all orders which remain open after the expiry of the subscription;
  - i. Accepts sole responsibility for any losses resulting from the execution of the instructions and cannot hold the Company responsible for the performance or improper performance of any Signal Provider;
  - j. Agrees that those transactions, undertaken in accordance with the Instructions, conform to the guidelines contained within the "Regulations" and that the company receives the Instructions as if personally provided by the Client themselves;
  - k. Fully acknowledges that their trading account may be located on a different server to that of the Signal Provider, meaning that orders may be opened or closed on the Signal Provider's server at a different price than on the trading account of the Client;
  - Fully appreciates that the Instructions are generated when the Signal Provider makes a trade, as a consequence of which we cannot guarantee that the execution of a the trade contained in the Instructions will be carried out at the same time as the original trade by the Signal Provider;
  - m. Accepts all risks associated with the different trading conditions which may exist between the Client's trading account, and the Signal Provider's trading account, which may result in some trading actions being impossible to execute;
  - n. Allows the company to make corrections to the history of their trading account in the case of obvious errors associated with the Instructions. In such cases, in accordance with the "Regulations", the Client waives their claim to any funds received as a result of such an error;
  - Fully acknowledges that the confirmation of the execution, deletion or change of an order from the Instructions (and also the daily report on the trading account) can contain mistakes as a result of technical glitches, therefore a confirmed order may be changed by the Company in situations as outlined in the "Regulations";
  - p. Fully appreciates that electronic and computer systems, as well as programs, involved in online trading are by their very nature subject to bugs and malfunctions, can work with delays and that the services of MQL5 Ltd., based on the normal function of such systems and means, can for any foreseeable or unforeseeable reason be temporarily unreachable;

- q. Agrees that when using MetaTrader, there can be gaps or delays of some kind, in connection with technical maintenance;
- r. Is obliged to download and install MetaTrader and also understand it's settings and configuration before connecting to the Service;
- s. Is obliged to undertake regular monitoring of their trading account using MetaTrader, to check the internet connection and also to check the trades, opened and closed, on their trading account by the Instructions of the Signal Provider;
- t. Agrees to receive the Service as is, without any kind of guarantees in relation to the usage, undertaken trades or quality of work, which includes but is not limited to the implied warranties of uptime and reaching any financial targets;
- u. Completely accepts that the Company is not responsible for the actions, or lack thereof, of MQL5 Ltd. or decisions of regulatory organizations connected with MQL5 Ltd. under any circumstances.
- 4.2. The ratings of Signal Providers, their trading statistics, the description of their trading strategy used and other information available on the MetaTrader 4 platform, is supplied independently of the Company and is not subject to verification by the Company. None of the information provided, taken as a whole or in part, forms a recommendation by the Company in respect to taking trading decisions or the recommendation to buy or sell any particular instrument. The Company cannot guarantee the accuracy, timeliness, completeness or reliability of information supplied by MQL5 Ltd.

# 5. Other Terms

- 5.1. The Company cannot under any circumstances be held liable for any direct, indirect, incidental or consequential damages, including damages in the form of loss of business, profits or reputation. The Company is not liable for delays or bugs in the functionality of the Service or means of connection used by the Client to work with the Service, and also the means of connection between the Company server and MQL5 Ltd., regardless of their reasons, including, without limitation to, errors and delays that occur due to irregularities in the hardware or software, as well as due to the actions of exchanges, governments or regulators, due to wars, terrorism or unintentional actions of the Company or MQL5 Ltd.
- 5.2. Existing agreements between the Customer and the Company shall remain in force, and in case of any disputes regarding the implementation under these Terms, the Terms shall prevail. In the case of a divergence of interpretation, the English version of the text takes precedence.
- 5.3. When situations are encountered that are not described in the relevant regulatory documents, the Company will act in accordance with accepted market practice, based on the principles of fairness and justice.

# ALPARI LIMITED